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CHATER.—If Miss ELLEN CHATER, who resided a few years ago at Crowborough, Sussex, will COMMUNICATE with the undersigned she will hear something to her advantage arising out of a Will.—"S.," Box 598, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

CATHERINE ISABELLA HULL, deceased, late of No. 16, Wellington-square, Hastings.—Will anyone having knowledge of a Will executed by the above-named deceased lady please communicate with "C," Box 1001, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

BRANN, DAVID, native of Wittersham, Kent, near Rye, England, who died in U.S.A. Descendant would like to hear from Solicitor (believed from London) who was making inquiries 20 years back for next-of-kin.—Box 901, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

ROBERTSON.--The next-of-kin of ZOE, AIMEE ROBERTSON (born Cordier), late of 42 Gwendoline-street, Liverpool, and who died on the 6th January, 1928, are requested to apply to the Solicitor, Duchy of Lancaster Office, London, W.C.2.

JOHNSON.—The next-of-kin of EMILY JOHNSON, late of 27 Bibby-road, Southport, and who died on the 21st February, 1928, are requested to apply to the Solicitor, Duchy of Lancaster Office, London, W.C.2.

WILL any legal firm holding DOCUMENT of ADAM WILKIE, Wanganui, New Zealand, now deceased, COMMUNICATE with "W.," Box 1129, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4?

TO SOLICITORS, Bankers and others.—Any person having any INFORMATION or knowledge as to the WILL of Mrs. LAURA ANNIE EDE, late of "Oakhurst," Netley Abbey, Hants, who died on the 14th March, 1928, is requested to communicate with "S.," Box 1130, c/o Solicitors' Journal, 29, Breams-bldgs., E.C.4.

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MRS. ELLEN RAWSON, deceased.—Will any person having a Will or Codicil in their possession of Mrs. Ellen Rawson, late of South View, Station-road, Belmont, Sutton, Surrey, please communicate with "R.T." Box 734, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

CAUNTER, HELEN, otherwise known as ALICE L. H. CARLYLE, otherwise FELIX CARLYLE.—If Miss Helen Caunter, sometimes known by the other names above mentioned, will communicate with "W," Box 732, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4, she will hear of something to her advantage.

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WILL Miss HARIETTE HARNETT HARRINGTON and LAURENCE BELLINO, friends of the late Mrs. Frances Sherborne Ridley White, or any person knowing their whereabouts, kindly communicate with "A.G.," Box 1093, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

ALFRED SAVILLS.—Will ALFRED SAVILLS, formerly of Westalls, Burnham, Buckinghamshire, or any person knowing his present address, COMMUNICATE with "D.," Box. 1132, C/o Solicitors' Journal, 29, Breams-buildings, E.C.4?

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(ESTABLISHED 1857.)

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Current Topics.

The Judiciary and The Executive.

ALL BRANCHES of the profession have learnt with great satisfaction of the Government's decision to withdraw cl. 4 of the Rating and Valuation Bill. The proposal contained in the clause had aroused very considerable opposition in the Lords, and had been widely criticised in the daily press. In announcing the Government's decision the Lord Chancellor strongly denied the allegation that either the object or the result of the provision would be to make the Judiciary a handmaid of the Executive; but he readily admitted that there had been aroused very considerable apprehension lest the adoption of the proposal might lead to an encroachment upon the independence of the Judiciary. "It was far better," said Lord HAILSHAM, "that the Government should abandon the effort to obtain a power of this kind than run any risk of an impression being created, rightly or wrongly, in the minds of the public that there was any connexion being established between the Executive and the Judiciary, and any infringement of that independence of the Judiciary which was the palladium of the liberty of the subject." A fundamental principle of our constitution has been saved from violation; but what is even more important is that a threatened Executive sally against the liberty of the subject has been averted by an unorganised demonstration.

The Book of English Law.

IN HIS recent work bearing the above title, and for which Lord ATKIN has written a short Foreword, Professor EDWARD JENKS presents a wonderfully clear and attractive picture of English law. The picture is designed—to use the words of the author—"to make the lay reader, English and foreign, understand that the rules of English Law are at once the unconscious expression of the national mind and that, at the same time, they exercise a powerful influence on the mental attitude, and therefore on the character and conduct, of the Englishman." In other words, the book is principally intended for the layman—not as a lawyer companion, but as a picture demanding study and admiration. In this respect those who have read Professor JENKS' new work proclaim it to be a great success. Further, it is a living picture; English Law is presented as an organic growth and not in the form of a mere enumeration of rules and exceptions. During his long experience as a close student and successful teacher of law the author has learnt that the angle from which English Law can best be viewed is the historical angle; he has drawn his picture accordingly; and the picture is all the more valuable. "The Book of English Law" must in course of time become established as a recognised landmark in legal literature; for, as Lord ATKIN observes in his Foreword, it constitutes "a step towards the goal of securing the recognition of some teaching of law as a factor in a general liberal education."

A Forensic Metamorphosis.

AT WORCESTER City Quarter Sessions, recently, there was only one prisoner for trial, and he applied for legal aid. This was granted by the learned Recorder, Mr. F. W. SHERWOOD, but a difficulty arose by reason of the fact that there was only one barrister present, and he was briefed for the prosecution. This obstacle was soon overcome, as the learned counsel returned his brief for the prosecution and accepted that for the defence. The solicitor for the prosecution conducted the case for the Crown, and the prisoner was found guilty of housebreaking and sentenced to eighteen months' hard labour. The incident draws attention to the circumstances under which solicitors may obtain the right of audience at "closed" sessions—those at which counsel have the exclusive right of audience. In *Bott's Case*, 1889, 24 L.J., N.C. 28, a solicitor submitted to the Recorder of Owestry, that as (1) his instructions were expressly not to instruct counsel, and (2) there were not four barristers present, he therefore had a right of audience to conduct the case for the defence. The Recorder ruled, however, that the court was master of its own procedure, and that in 1873 an order was made that barristers, if present, should have exclusive jurisdiction. The rules said nothing to the effect that the quorum of the bar should be four. An "open" sessions, i.e., one at which solicitors have the right of audience, may be "closed" by a resolution of the magistrates or an order of the Recorder. Thus, in *ex parte Evans*, 1846, 9 Q.B. 279, an order of the Denbighshire justices was upheld, that in future barristers only should be heard provided that at least four attended, though no barrister had previously attended, except upon special retainer. It is sometimes said that if no barristers attend at three courts running, solicitors can claim the right of audience. There appears to be no authority for this claim, though under the circumstances there would be a strong case to apply to the court to alter its procedure.

The Closing of Public Footpaths.

INDIGNATION MAY be aroused if the above is accomplished without recourse to the elaborate procedure laid down by the Highway Act, 1835. This involves a view by two justices, the posting of notices, a certificate of the justices, and an application to quarter sessions for the enrolment of the certificate—which may possibly require the verdict of a jury. Any possible objectors, therefore, have ample opportunities of organising opposition. Footpaths are now frequently closed, however, by virtue of an improvement and reconstruction scheme under the Housing Act, 1925, Pt. II, s. 39, of which provides that as soon as a scheme has been prepared the local authority shall publish, in a newspaper in the district, an advertisement naming a place within the area where a copy of the scheme may be seen. The only notices required to be served are those upon the owners and occupiers of lands proposed to be taken compulsorily. Section 40 states that a petition for an order of confirmation shall be presented to the Minister, but it is optional for the latter to cause a local enquiry to be held. The order of the Minister, when made, has effect as if enacted in the above Act. Vigilant search is therefore required, as in the multifarious details of the plans the incidental closing of a footpath is apt to be overlooked. There is a safety valve in s. 44, under which the Minister "may permit the local authority to modify any part of the scheme . . . . which it may appear inexpedient to carry into execution . . ." It is a question how far inexpediency is constituted by incidents such as that recently reported in the Midlands, where an enthusiastic meeting witnessed the presentation of a large axe "for the purpose of removing any barriers."

Nomination of Savings Bank Deposit.

THE POST OFFICE Savings Bank Regulations, 1921, No. 65, provides that a depositor aged sixteen years or more may nominate any person to receive any sum due to such depositor at his decease; and by No. 66 of the same regulations it is provided that every such nomination shall be in writing signed by the nominator in the presence of a witness, and must be in the form prescribed by the Controller of the Post Office Savings Bank. In *Pearman* v. *Charlton*, *Times*, 2nd May, the validity of a certain purported nomination was considered before Mr. Justice WRIGHT. It appeared that P, who subsequently died at sea, had registered with the Post Office what purported to be a nomination form leaving his Post Office savings deposit to C, the defendant. After P's death the Postmaster-General, pursuant to the nomination form (which on its face appeared to be valid), paid out to the defendant the sum claimed. K, whose name appeared on the form as a witness, stated that the nomination form had not been signed by P in his presence. The plaintiff, W.P., who had taken out letters of administration to P, sought in this action to recover the sum paid out as money had and received to his use as administrator. WRIGHT, J., concluded that the purported nomination not having been signed by the nominator in the presence of the witness, and being a testamentary document for which as such certain formalities had been prescribed but not strictly observed, did not constitute a valid nomination; nor was there a good *donatio mortis causa*. In the circumstances the money had been paid out to the defendant under a mistake. As is the case (see *Fitzpatrick* v. *McGlore*, 1897, 2 I.R. 542) where money has been paid under a will which is afterwards pronounced invalid and by virtue of the express provision of the Post Office Savings Bank Regulations (No. 87) the plaintiff recovered the sum claimed.

Broadcasting and Copyright.

THE IMPORTANT case of *Messager* v. *British Broadcasting Co., Ltd.*, 1927, W.N. 234, was before the Court of Appeal recently, and though the Court of Appeal reversed the judgment of Mr. Justice MCCARDIE, their decision does not affect the legal principle enunciated by the learned judge in the court below, *viz.*, that broadcasting may amount to a "public performance," and as such constitute an infringement of copyright. "Copyright" is defined as "the sole right to produce or reproduce the work of any substantial part thereof in any material form whatsoever, to perform . . . the work or any substantial part thereof *in public*": s. 1 (2) of the Copyright Act, 1911. As Mr. Justice MCCARDIE pointed out: "The defendants, though not admitting the public into their studio when broadcasting clearly gave a public performance. They set in motion certain ether waves knowing that millions of receiving instruments in houses and flats were tuned to those waves, and knew and intended that acoustic representation of the opera would thereby be given to an enormous number of listeners." The judgment of the Court of Appeal turned on the point whether the transfer of the rights in the opera in question to the original transferee amounted merely to a licence or to a complete assignment, this point again depending on the proper construction of the agreement which had been entered into between the parties. The Court of Appeal held that the agreement operated as an assignment laying stress, *inter alia*, on a clause contained therein, which provided that if the opera was not produced in London within a stated time, all rights of representation should revert to and become again the absolute property of the transferor. The agreement having operated as an assignment, the Court of Appeal held that the defendants, to whom the original transferee had transferred his rights had full rights of representation, including therefore representation by broadcasting, and that accordingly no infringement of copyright had been committed.

Public Authorities and Costs of *Quia Timet* Actions.

BY VIRTUE of s. 1 (*b*) of the Public Authorities Protection Act, 1893, where an action or proceeding is brought against a person "for any *act done* in pursuance or execution or intended execution of any Act of Parliament or of any public duty or authority or in respect of any alleged neglect or default in the execution of any such Act, duty or authority," and whenever in any such action, judgment is obtained by the defendant, it shall carry costs to be taxed as between solicitor and client.

The question, whether the above provision applies to *quia timet* actions was considered by the Court of Appeal in *Graigola Merthyr Co. Ltd.* v. *Swansea Corporation*, 44 T.L.R. 175, where a *quia timet* action was brought unsuccessfully for an injunction to restrain the defendants from filling a reservoir, it being feared that the water might filter through and damage the plaintiff's mines. It will be observed that the above provisions in the Public Authorities Protection Act, 1893, refer to actions or proceedings for any "act done," and it was argued that inasmuch as in a *quia timet* action the action is not for any "act done" but only for an act, which it is apprehended might be done, the case did not fall within the statute. The Court of Appeal pointed out, however, that this would be placing too strained a meaning on the expressions used. LAWRENCE, L.J., said "The section deals with actions for acts and omissions . . . and in separating acts from omissions and appending the necessary qualifications to each, the use of the word "done" is not immaterial in the case of acts as distinguished from omissions, such word not being there used in an essentially temporal signification." A more substantive argument is to be found, however, in the observations of the Master of the Rolls in the above case. "A *quia timet* action," said the learned Master of the Rolls, "is not based upon hypothetical facts for the decision of an abstract question . . . The action of the court in a *quia timet* action is one rather of procedure when it has become seized of facts which require its intervention . . . In the present case . . . the foundation

of the action was the acts of the corporation which would be done under their statutory powers. They were regarded by the plaintiffs as acts imminent . . . and no longer contingent and forced them to found an action . . . It would be too narrow an interpretation of this remedial statute to cut down the meaning of the words 'act done' to an act which had been completed. *The threat to proceed is sufficient.*"

Loans to ex-Officers.

A RECENT CASE at Manchester draws attention to the illegality of accepting pension vouchers as security for the above. Two defendants were charged with unlawfully having in their possession certain documents which they had taken as security from an Army captain who had been demobilised and pensioned. The ex-officer had borrowed £20 from one defendant, and had left a number of vouchers as security; from the other defendant he had borrowed £8, in exchange for vouchers worth £10. The transactions came to the notice of the Ministry of Pensions, on the negotiation of the vouchers, and although the borrower might be equally to blame, it was deemed advisable to prosecute. The defendants pleaded guilty, and it was stated on their behalf that they both thought they were doing a good turn to a man disabled in the war, who had become short of money. The defendants did not know that a breach of the law had been committed, and neither of them was a moneylender in the ordinary sense, as they had only obliged a persistent borrower who was known to them. The magistrates imposed a fine of 20s. and costs, with extra costs of 30s. in each case. The above proceedings were taken under the Army Act, 1881, s. 156 (9), which provides that any person who receives or has in his possession any pension document as a pledge, or security for debt, shall be liable to a fine of £20, or imprisonment not exceeding six months. Similar provisions with regard to civil pensions are contained in the Criminal Justice Act, 1925, s. 37.

Preservation of Game Birds.

THE ATTAINMENT of complete success in the above involves some discrimination in the destruction of other birds. The Wild Birds Protection Act, 1880, s. 3, provides that any person who between 1st March and 1st August shall knowingly and wilfully shoot any wild bird . . . or shall have in his control or possession after 15th March any wild bird recently killed or taken, shall forfeit and pay—in the case of any wild bird included in the schedule—not exceeding £1. The county magistrates at Gloucester recently dealt with a case in which the defendant was charged under the above Act for (1) having in his possession on 14th April three owls recently killed, (2) shooting three owls during the close season. The case for the prosecution was that a police officer visited an estate, over which the defendant held the shooting rights, and saw hanging on trees thirty-eight dead owls which the defendant admitted shooting. The majority were little or French owls, and two of the latter were referred to in the summons, the third being a "Tawny owl." In a letter to the court it was stated on defendant's behalf that he thought there was no harm in destroying the owls, which he considered to be dangerous to young pheasants and partridges, and that he was therefore justified in destroying them together with other vermin. Colonel E. B. JEUNE, chairman of the bench, stated that people were doing nothing but good in shooting the little foreign owls, which were a great nuisance. The tawny owl, however, was most valuable, and the defendant was fined £1 and £1 3s. costs in respect thereof. It is noteworthy that the schedule to the Act merely specifies owls, so that the jurisdiction to distinguish between the species is not apparent. In the case of any wild bird not included in the schedule, the penalties are: for a first offence, the defendant to be reprimanded and discharged on payment of costs; for every subsequent offence to forfeit and pay, for every bird, not exceeding 5s. in addition to the costs.

Unreliable Evidence.

AN AMAZING divorce suit heard at Munich provides a sharp contrast between German and English methods. The husband having accused his wife of beating him, and the wife having denied the charge, the husband offered the pet canary as the only witness, avowing that whenever his wife attempted to beat him the canary flew about frantically trying to come to his help. The canary, says the *Daily Mail*, was brought in, and the wife, at the judge's request, pretended to strike the man, whereupon the canary displayed wild excitement and exhausted itself in flying against the bars. The wife was so affected that she confessed her faults. If the wife, as alleged, confessed, no doubt justice was done. But the class of evidence employed is highly unsatisfactory. We hazard the opinion that the canary's agitation would not have been less if the husband had appeared to assault his wife; and the idea that it took sides is rather ludicrous. English courts rightly look askance at little theatrical demonstrations, even by children, let alone the lower animals, knowing full well that children can easily be schooled and that often they will cling to an unkind parent in a room full of strangers, and realising equally that the dog who wags his tail so effusively at the usher and is the darling of all the children in the neighbourhood may still have an unconquerable aversion to postmen. The canary was without doubt distressed, but it could hardly judge between the parties. Most dogs would try to interfere, but with admirable impartiality, if master and mistress, both adored, seemed to be struggling with one another. And how easy it would be to train a clever parrot, if birds are to be admitted as witnesses, to utter all sorts of calumnies about the other side! It may be old-fashioned, but it is safer to trust, if in witnesses at all, at least to human beings alone.

Sex Offence Anomalies.

LEGISLATION APPEARS to be required to complete the removal of the above. The sex bias of a former generation is shown in the Offences against the Person Act, 1861, s. 52 of which lays down that the punishment for indecent assault upon any female shall be imprisonment not exceeding two years, with or without hard labour. On the other hand, s. 62 provides that whosoever shall be guilty of any indecent assault upon any male person shall be liable to be kept in penal servitude for any term not exceeding ten years. The age of consent has already been made the same for both sexes by the Criminal Law Amendment Act, 1922. Certain anomalies have been removed by case law. For instance, *Rex* v. *Camelleri*, 1922, 2 K.B. 122, placed the sexes on an equal footing as regards admissibility of a complaint as evidence, the Court of Criminal Appeal holding that on a charge of committing an act of gross indecency with a boy of fifteen, the judge had rightly admitted particulars of a complaint made by the boy to his parents shortly after the commission of the offence. The practice with regard to indecent assaults on males was therefore brought into line with indecent assaults on females. It had been held in *Rex* v. *Lillyman*, 1896, 2 Q.B. 167, that on a charge of rape (where the question of consent was material) the fact of a complaint by the prosecutrix, and its terms, were both admissible—not as evidence of the facts, but to show consistency of conduct and negativing consent by the prosecutrix. In *Rex* v. *Osborne*, 1905, 1 K.B. 551, it was held that the same rule applied to the case of an indecent assault on a girl under thirteen, in which consent was not a defence. It must not be assumed, however, that a complaint by a male person of mature years would be admissible on the authority of the above cases. The evidence will probably show that instead of being the prosecutor in a case of indecent assault, such a person ought rather to be a co-defendant on a charge of committing an act of gross indecency, contrary to s. 11 of the Criminal Law Amendment Act, 1885, and the charge of indecent assault should be dismissed.

Censured Shipmaster.

LORD JUSTICE SANKEY in his recent lecture before The University of London on "The Principles and Practice of the Law to-day" 72 SOL. J., 184, dealt, *inter alia*, with the increasing tendency to substitute in many cases a bureaucracy for a judiciary. He referred to the Mines (Working Facilities and Support) Act of 1923 as a "curious" Act which provided that in certain matters the Railway and Canal Commission has jurisdiction only if the Board of Trade has decided that there is a *prima facie* case. Another illuminating illustration in this connexion arose out of the case of *Rex* v. *Minister of Health, Wortley Rural Council, ex parte*, 1927, 2 K.B. 229, when the Lord Chief Justice, referring to the Rating and Valuation Act, 1925, said: "I should like to add that there is a very remarkable provision in this Statute which may interest those persons, if there are any, who observe the progress of departmental authority. Section 67, sub-s. (1) provides: 'If any difficulty arises in connexion with the application of this Act to any . . . the Minister may by order remove the difficulty . . .' The imagination fails to contemplate at one view the extent and variety of the power which is given to the Minister under those words."

This increasing tendency of the Legislature to invest Government departments with what is tantamount to judicial authority seems to be viewed with considerable apprehension. The right, and the right to insist, that the particular merits of one's cause be tried by an impartial authority, with a subsequent appeal, if desired, is the hall-mark of British justice. Any detraction therefrom constitutes a serious menace to the exercise of that justice, and must be contested with vigour. It is, therefore, not without some gratification that one learns of a successful appeal against the use of undesirable authority by a Government department. I refer to the successful application of the master of the "Royal Star" against a refusal of the Board of Trade to allow him to appeal from the decision of a court of inquiry held at Singapore, which censured him for negligent navigation, although not interfering with his certificate. Allowing the master's application the President said that he came within the words of s. 66 of the Merchant Shipping Act of 1906: ". . . any other person who, having an interest in the investigation or inquiry, has appeared at the hearing and is affected by the decision of the court . . ." and gave him the required leave to appeal ("Censured Shipmaster," 71 SOL. J. 953).

Not very many years ago the mercantile marine officer seemed comparatively diffident of availing himself of his legal rights when common-sense demanded that he should enforce them. To-day, however, his interests are jealously guarded and protected when necessary by organisations which have his best interests at heart. The formation of the Company of Master Mariners, founded by Sir BURTON CHADWICK, and for the better supervision of which he resigned his position as Parliamentary Secretary to the Board of Trade, and the recent appointment of the Prince of Wales as Master of the Merchant Navy and the Fishing Fleets, are outstanding indications of a progressive movement for the benefit of those who go down to the sea in ships.

The appeal of the master of the "Royal Star," Mr. JOHN MACLEOD, was heard by a Divisional Court of the Probate, Divorce and Admiralty Division, sitting with Nautical Assessors, on the 23rd March. The vessel was seriously damaged after striking a submerged object in the Singapore Straits on the 13th January, 1927. A court of inquiry sitting at Singapore on the 25th and 26th January, 1927, held that the casualty was caused by the negligence of the master in omitting to satisfy himself personally that his charts were up to date; in neglecting to read the instructions of the Malacca Strait Pilot, 1924; and in neglecting to have any bearings taken or the position of the vessel fixed over a period of nearly three hours. The court of inquiry had been unable to determine whether the obstruction encountered was or was not an uncharted rock, but in the result severely censured the master. Counsel for the Board of Trade at the present appeal, said that the inquiry into the stranding was ordered by the Governor of the Straits Settlements, not by the Board of Trade, who were quite impartial. In view of that statement it seems the more remarkable that, as an impartial body, they should have originally refused to allow him to appeal. The President in his judgment said that the three grounds on which the appellant had been held negligent by the court of inquiry (*supra*) could not be upheld, and the appeal was allowed, Mr. Justice HILL concurring.

The successful appellant was allowed the costs of the hearing on the 9th December, 1927, to determine his right of appeal, but the President refused to order the Board of Trade to pay the costs of the appeal on the ground that there was no litigation between the appellant and the Board, the latter merely appearing in discharge of a public duty. By r. 20 (i) of the Shipping Casualty and Re-hearing Rules, 1923: "The Court of Appeal shall have power to make such order as to the whole or any part of the costs of and occasioned by the appeal as the court may think just;" and counsel for the appellant referred to authorities where successful appellant masters had been allowed their costs against the Board of Trade. The whole history of the case must, from the master's point of view, to say the least appear very unsatisfactory. To be wrongly censured, to have to fight to secure a right of appeal, and finally to be compelled to pay the costs of the appeal which vindicated his professional character surely works considerable hardship upon the subject.

Obstruction by Wreck.

(*Continued from p.* 247.)

II.

WHERE the wreck occurs in an artificial channel, the question of liability is usually decided by reference to the local statute. In *Witham Outfall Board* v. *Boston Corporation*, 136 L.T. 756, the collier "Lockwood," having loaded coal in Boston Dock, was putting to sea *via* the canalised River Witham. She grounded on the left bank, and was swung round by the tide so that her bows effected a serious scour of the right bank. She then heeled over and became embedded in the right bank, where her owners abandoned her. The corporation notified the board that they (the corporation) would clear the obstruction to navigation, but did not admit liability to do so. The board replied that the corporation were liable to clear the obstruction under the Boston Dock Act, 1881, and later issued a writ claiming a declaration to that effect, and also that the corporation were liable for the damage to the board's fascine works. The corporation contended that the matter should be referred to arbitration under the above Act, and Mr. Justice SANKEY—as he then was—decided in their favour. In the meantime the corporation had raised the "Lockwood" at a cost of £10,000 and had sold her for £600. The arbitrator, Mr. NICHOLAS GEDYE, gave his award in the form of a special case, and Mr. Justice ROWLATT held that the corporation were not exercising the powers of the above Act when the "Lockwood" damaged the bank, and that the claim of the board therefore failed.

The Court of Appeal reversed this decision. Lord HANWORTH, M.R., stated that under the River Witham Outfall Improvement Act, 1880, the board were charged with the duty of excavating and maintaining a new cut from Boston to the deeps, and of maintaining the fascine walls, but the rights of navigation were reserved to the corporation. The latter had made certain regulations under the Boston Dock Act, 1881, and No. 5 was as follows: "Any damage or injury done at any time by any steamer or other vessel to the fascine or other works under the jurisdiction of the board

shall be made good by the corporation to the reasonable satisfaction of the engineer of the board." The court below had decided in favour of the corporation (*a*) that the protection thus given to the board was only while the corporation were exercising their powers as to the use of the dock, and (*b*) that as the "Lockwood" had quitted the dock for the channel, any damage she did could not be said to have been done by the corporation in using the dock. This construction of the regulation was too narrow, however, and would render nugatory other sections of the Act intended to protect the board. Lord Justice ATKIN—as he then was—agreed that the remedy given by the above Act was not confined to the cases of actionable damage. Lord Justice LAWRENCE pointed out that the section under which the regulation was made was obviously the result of a bargain between the corporation and the board and should be construed as, in effect, a contract between them. The appeal was therefore allowed, and the board were held entitled to recover £2,828 then expended, plus the continuing cost of the repairs.

The position in the above cases may sometimes be reversed, so that the owner of a wreck, without being sued for obstruction, brings an action against the harbour authority for damages. In *The "Carlgarth"; The "Otarama,"* 1927, P. 93, the Manchester Ship Canal Company had been sued for damage in the following circumstances: The "Carlgarth" had been the stern tug assisting the steamship "Otarama" to enter the Eastham Lock from the Mersey into the canal. The "Carlgarth's" propeller became entangled in a mooring chain, one end of which was attached to a deadman on shore, the other end lying on the bank below the water. The "Carlgarth's" propeller was damaged, and the "Otarama" hit the lock wall and sustained damage to her engines. Lord MERRIVALE, P., gave judgment in favour of the Rea Towing Co., Ltd., the owners of the "Carlgarth," on the ground that the chain was an obstruction or nuisance in a public navigable highway. The learned President gave judgment in favour of the Canal Company in the claim by the owners of the "Otarama," as the latter was damaged by the bad towage of the "Carlgarth" and not through the latter's propeller being fouled. The Canal Company appealed against the judgment in favour of the tug owners, and the owners of the "Otarama" appealed against that in favour of the Canal Company.

The Court of Appeal allowed the first and dismissed the second appeal. Lord Justice BANKES stated that the lock was approached by a dredged channel, on the westerly side of which were three dolphins. Between the last of these and the lock entrance there had been for about thirty years a number of mooring chains leading down from the shore to the bank for use by dredgers. Up to two months before the mishap, the seaward end of the mooring chains had been attached by means of preventer wires to piggy buoys. The statement of claim for the tug alleged that the Canal Company had been guilty of (*a*) statutory duty, (*b*) common law duty, (*c*) negligence, (*d*) nuisance, in allowing the entrance to be in an unsafe condition owing to the presence of the buoys. This was abandoned on proof that the buoys had already been moved, and the fact of the tug's propeller being fouled was then alleged to be proof of nuisance—in substance, *Res ipsa loquitur*. The evidence showed, however, that the claim only became dangerous under circumstances brought about by the tug herself. It was therefore neither a nuisance nor an obstruction in a public navigable highway, nor a trap for an invitee. Lord Justice SCRUTTON held that under the Manchester Ship Canal Act the entrance was not a public navigable highway but an artificially dredged channel. The company therefore had a right to maintain chains for this purpose. It is not in the ordinary course of navigation to ground on the way to Manchester, whatever may have been the case at (e.g.) Colchester, which at one time could not be reached on one tide. The tug on the evidence had churned a hole in the bank with her propeller and in so doing had picked up the chain. The tug was therefore a trespasser, and her owners had no right to recover damages. Lord Justice SARGANT agreed that leaving the chain in that position was neither a nuisance nor a trap. The appeals having been consolidated, judgment was given in favour of the Canal Company in each case.

A Conveyancer's Diary.

Settled Land: Sub-settlement: Representation.

WHERE the legal estate in land which is vested in a tenant for life does not cease to be "settled land" on the death of that tenant for life, special representation will be applied for by the S.L.A. trustees (if any) of the settlement: *Re Bridgett & Hayes*, 71 SOL. J. 905; 1928, 1 Ch. 163; and see Articles in 71 SOL. J. 891, 906, and 72 SOL. J. 115, 129, 135.

Suppose that, immediately before 1926, T was the tenant for life and R the remainderman in fee simple under a settlement created by the will of F. T dies in 1928 and it appears that R has settled his equitable remainder upon himself for life with remainders over. What is the proper course to take as respects representation to T's estate?

The case appears to fall within the "save and except" clause which excepts "settled land vested in the deceased which was settled previously to his death and remains settled land notwithstanding his death" (see Probate Directions, 72 SOL. J. 135) from a general grant. Either there was a compound settlement (see S.L.A., 1925, ss. 1 (1) (i); *Re Ogle*, 1927, 1 Ch. 229) affecting the land constituted by the head settlement and the derivative settlement, and there are subsisting limitations under that settlement; or (as appears to be the true view where no family charge is subsisting under the head settlement; see *Re Draycott*, 1928, 1 Ch. 371) the head settlement has come to an end and the derivative settlement then immediately comes into operation. In either case the land remains "settled land" for the purposes of special representation.

The position would be more complicated if only part of the land settled by F's will and limited to R in fee simple in remainder had been comprised in R's derivative settlement. In such a case some of the land would remain "settled land," and some would have ceased to be "settled land" on T's death.

No difficulty would arise if a family charge was subsisting under the head settlement; for that would keep the head settlement alive.

But assuming that the head settlement determined at the death of T, then if the S.L.A. trustees under the head settlement and those under the derivative settlement happened to be different persons, a conflict might possibly arise as to which set of trustees would be entitled to special representation. Under Ad. of E.A., 1925, s. 22 (1), the persons deemed to have been appointed special executors in regard to the settled land are the persons, if any, who *at the death* of the deceased are the S.L.A. trustees. According to *Re Bridgett & Hayes*, the head settlement (there being no compound settlement and no family charge) ceased on T's death. It follows that the land remains settled land only by virtue of the derivative settlement; accordingly the persons entitled to special representation are the S.L.A. trustees of the derivative settlement. "The words persons who are at his death the trustees of the settlement connote to my mind persons who are trustees notwithstanding his death . . .": per Romer, J., in *Re Bridgett & Hayes*, 1928, 1 Ch. 163, at p. 170.

Had there been a compound settlement subsisting after the death, then the S.L.A. trustees of that settlement would have been the persons to obtain a special grant.

To avoid unnecessary costs the remedy is to see that the trustees of the derivative settlement are the same persons as the trustees of the head settlement. The procedure in other respects appears to be clear: S.L.A., 1925, ss. 7 (1), 8 (1) (4) (*b*), 17 (1), proviso, and note thereto in 2 Wolst. & Cherry, p. 78.

It is also clear that under the old law the derivative settlement would not have been treated with the head settlement as constituting a compound settlement. The question now arises whether under S.L.A., 1925, s. 31 (1), the trustees of the head settlement became the trustees of both settlements, and remain such (s. 33) after the head settlement has ceased. It is conceived that the answer is in the negative (see *Re Draycott*, *supra*), for the head settlement trustees never became the trustees of the sub-settlement but at most of the settlement constituted by both instruments.

Effect of *Re Gibbings*.

As some doubt appears to be entertained in official circles, we may remind our readers that the decision of the President in *Re Gibbings*, 1927, W.N. 291; 164 L.T. 410, to the effect that the surviving executor of the will creating the settlement, was on the death of the tenant for life entitled to a grant of probate limited to the settled land under Ad. of E.A., 1925, s. 22, can (assuming that the land remained settled land after the death of the tenant for life which does not appear from the report) be justified on the ground that the executor became a S.L.A. trustee (there being no express appointment of S.L.A. trustees and no power of sale) by virtue of S.L.A., 1925, s. 30 (3).

The suggestion that the executor would become a S.L.A. trustee, because the land was originally devised to him on certain trusts, is wholly unsupportable.

If a person does not come within S.L.A., 1925, s. 30 (1), then he must come within sub-s. (3). Failing to qualify under one or other of those sub-sections must result in his being excluded from the class of persons who become S.L.A. trustees.

It is difficult to understand why it was originally doubted in the Principal Probate Office whether a S.L.A. trustee within s. 30 (3) was a trustee for all the purposes of the Act. The sub-section constitutes the personal representatives of the testator under whose will the settlement was created (in default of other trustees) the S.L.A. trustees thereof "until other trustees are appointed."

"Until other Trustees are Appointed."

These words are used to enable a person interested (e.g., entitled to a family charge) to apply to the court for the appointment of other trustees, in place of the personal representatives, without having to show special reasons for their removal from the trust, cf. T.A., 1925, s. 18 (2).

Before the grant was made the executor had, in *Re Gibbings*, appointed another S.L.A. trustee to act with him pursuant to S.L.A., 1925, s. 30 (3). There does not seem, in the circumstances, to be any reason why, assuming that the land remained "settled land" the grant should not have been to the executor and the new trustee jointly; see Ad. of E.A., 1925, s. 23.

MARRIAGE AND WILLS.

During the arguments in the House of Lords on Thursday, in last week, in an appeal dealing with the construction of a Scottish will, Viscount Haldane related that one of the most eminent Lord Chancellors who had ever sat on the Woolsack made his will before he was married.

When he afterwards married, his solicitor, who was a sensible man, told him that the marriage annulled the will. "I did not know that," said the Lord Chancellor, who thereupon made a new will.

The effect of marriage on a previous will, added Lord Haldane, was not generally known. Now an English will made in contemplation of marriage is not revoked by the solemnization of the marriage contemplated.

Landlord and Tenant Notebook.

De-control: Effect of Mortgage by Landlord.

Whether an owner of a dwelling-house who mortgages it is to be regarded as a landlord for the purposes of de-control was the subject of an important county court judgment in *Barnard* v. *Berg* (L.J. County Courts Journal, 28th April, 1928, p. 19).

The facts in this case were briefly as follows:—The defendant, against whom proceedings for the recovery of possession were being brought, was originally a tenant in occupation, but subsequently became the owner in fee of the premises in question, which he continued to occupy. Soon after the conveyance of the property in question to him, the defendant executed a mortgage in fee in favour of the Midland Bank. It is important to note, however, that the defendant never attorned tenant to the bank (his mortgagees) at either a nominal or substantial rent. In April, 1924, the mortgagees exercised their power of sale and conveyed the property to one H, who a few months later conveyed it to the plaintiff, who was now seeking to obtain possession of the premises from the defendant.

The defendant contended, *inter alia*, that the premises were within the Rent Acts, but the answer made to this contention by the plaintiff was that the premises were de-controlled, by reason of the fact that the defendant had been in actual possession thereof as landlord on, and subsequently to, the 31st July, 1923. Hence the point in issue was whether the position of the defendant at the material time was that of a landlord, or, on the other hand, by reason of the mortgage, that of a tenant.

The learned county court judge came to the conclusion that the fact that the ownership of the defendant at the material dates was equitable did not prevent him from being regarded as the "landlord," and pointed out that if at any time during the mortgage the premises had been let by the defendant as mortgagor in possession, the defendant and not the bank would have been considered to be the landlord.

It is important to observe further that the defendant never attorned tenant to the mortgagees, although, had he done so, it would seem that the premises would not have become de-controlled.

As regards the meaning of the expression "landlord" in s. 2 (1) of the Rent, etc., Act, 1923, there have been such a number of apparently conflicting decisions thereon, that the more one examines the case law on this matter the more one's bewilderment increases. One point, however, stands clear, and that is that the expression "landlord" in s. 2 is not to be construed strictly; as Salter, J., said in *Brookes* v. *Liffen*, 44 L.T.R., at p. 95: "The word 'landlord' must be loosely used in [s. 2 (1)] because strictly speaking there cannot be a landlord without a tenant and a tenure, and the section deals with a case where there is neither a tenant nor tenure. 'Landlord' clearly must mean nothing more than 'owner.'"

It may be interesting to inquire what would have been the position had the defendant in *Barnard* v. *Berg* attorned tenant to the mortgagees. Two cases require consideration for the determination of this point.

It would appear from *Brookes* v. *Liffen*, *supra*, that the premises would have to be regarded as being controlled. It was held in that case that a tenant of a dwelling-house under a ninety-eight years lease, at a rent which was less than two-thirds of the rateable value, who was in possession in July, 1923, was not a landlord in possession, and that the premises were not therefore de-controlled so as to prevent the tenant from relying on the protection of the Act in opposing a claim for possession against his landlord.

With this decision, however, must be contrasted *Jenkinson* v. *Wright*, 1924, 2 K.B. 645. In that case the plaintiff was the holder of a lease for ninety-nine years, with thirty-one years unexpired residue, and had mortgaged her leasehold interest, attorning tenant to the mortgagee. The plaintiff occupied part of the house and let a portion of it. It was held that the whole house, including the portion in question, was de-controlled, on the ground that the rent payable to the mortgagee under the attornment clause was less than two-thirds of the rateable value, and, by Lord Darling, on the further ground that the plaintiff being the holder of a long lease was to be regarded as the "landlord."

These decisions seem somewhat difficult to reconcile since the same person may at one and the same time be regarded both as a landlord (*Jenkinson* v. *Wright*) and as a tenant (*Brookes* v. *Liffen*) in almost identical circumstances, and as the principle as to the operation of the Rent Acts is that the Acts apply *in rem* and not *in personam*, it would seem that one of these decisions must be erroneous.

Barnard v. *Berg*, however, is to be distinguished from both these cases inasmuch as in the former the relationship of landlord and tenant was not in existence between the mortgagee and the mortgagor, or in fact at all, at the material times.

Our County Court Letter.

NEW TRUSTEE OF DEED OF ASSIGNMENT.

THE appointment of the above may be a matter of difficulty if the deed makes no provision for a contingency such as death. The Trustee Act, 1925, s. 41, provides that the court may, whenever it is expedient to appoint a new trustee, and it is inexpedient, difficult or impracticable so to do without the assistance of the court, make an order appointing a new trustee—particularly in substitution for one convicted of felony, or who is a lunatic or bankrupt. The County Court has jurisdiction under the above section by virtue of the County Courts Act, 1888, s. 67 (5), if the trust estate does not exceed in value the sum of £500. The proceedings are then commenced by petition under Ord. 38, r. 1, the evidence is by affidavit under r. 5, and the new trustee's consent to act must be verified by a written consent signed by him, and witnessed by the signature of his solicitor under Ord. 19, r. 13, according to Form 332, on page 893 of the "Annual County Courts Practice, 1928." An affidavit of fitness of the proposed trustee should also be filed. The petition should state the capacity in which the applicants appear, e.g., as creditors, and also that the assets do not exceed £500. There must be a note at the foot stating upon what persons (if any) it is proposed to serve the petition. If the original trustee has been removed, e.g., by death, at an early stage in the execution of the trusts of the deed, it will be advisable to serve the debtor and the creditors. Some of the latter, whose debts are of large amounts, may wish to appoint a different trustee from the nominee of the applicants. If the original trustee had practically wound up the estate, the only remaining duty may be the transmission of the final account to the Board of Trade, under the Deeds of Arrangement Rules, 1915, No. 39. In that event it will be unnecessary to serve the petition on any person, but the affidavit in support should explain why it is inexpedient, difficult or impracticable to appoint a new trustee without the assistance of the court, within the meaning of the Trustee Act, 1925, s. 41. The reason will be that as the creditors can expect no further dividend, they will not have sufficient interest in the matter to attend a meeting for the purpose of exercising any power which may have been reserved by the deed—either of appointing a new trustee themselves or confirming the appointment of a new trustee by the debtor. The petition will be heard by the judge in court, and as no monetary value can be placed on the subject matter of the proceedings, an application should therefore be made for costs to be taxed under column B, by virtue of Ord. 53, r. 12. An alternative method of procedure is indicated by the Trustee Act, s. 41 (2), which provides that the power conferred by the section may, in a case under the Deeds of Arrangement Act, 1914, be exercised either by the High Court or by the court having jurisdiction in bankruptcy in the debtor's district. The result is that under this procedure the County Court has jurisdiction even in cases where the value of the estate exceeds £500. The Deeds of Arrangement Act, 1914, s. 18 also provides that the power to appoint a new trustee under the Trustee Act may, in the case of a deed of arrangement, be exercised either by the High Court or the court having jurisdiction in bankruptcy. The Deed of Arrangement Rules, 1915, provide as follows: under r. 16 all applications shall be deemed to be proceedings in bankruptcy, and shall be supported by affidavit; under r. 17 the application shall be made to the registrar, who shall direct notice to be served on such person or persons as he thinks fit, and if made by any one of (*a*) the debtor, (*b*) the trustee, (*c*) any creditor, it shall be served on the other two; under r. 20 all such applications shall be heard by the registrar in chambers, but he may adjourn the matter to be heard by the judge in court. Rule 26 provides that where a new trustee has been appointed he shall forthwith send to the Registrar of Bills of Sale a notice of his appointment. The advantage of proceedings under the bankruptcy jurisdiction is that, besides being cheaper, they take place in chambers, and the publicity of proceedings under the Trustee Act is avoided.

Practice Notes.

NON-DISCLOSURE OF FACT OF INSURANCE TO JURY.

IT is a settled rule of practice that the fact that the defendant is insured must not be disclosed to the jury, whether by design or by inadvertence, but the consequences of such disclosures have never yet been carried so far as in the recent case of *Grinham* v. *Davies*, 72 SOL. J. 303, when the learned county court judge ordered the jury to be discharged and a new jury to be empanelled, by reason of the inadvertent reading of a letter which referred to a "company," and therefore gave rise to the possible inference that the defendant was insured.

On appeal from this ruling, the Divisional Court affirmed the order of the learned judge, that court pointing out that a discretion was vested in a judge to order the discharge of a jury, if he was of opinion that the circumstances of the case rendered that course desirable, and that such a discretion was vested in the judge not only by virtue of the rules of practice, but also by virtue of the much wider rule that it was the duty of the judge to see fair play between the parties. That it is the settled practice, in actions for personal injuries, that the jury should not be informed of the fact of the insurance has been recognised in previous cases, such as *Askew* v. *Grimmer*, 43 L.T.R. 351, *Wright* v. *Hearson*, 1916, W.N. 216, and by the Court of Appeal in *Gowar* v. *Hales*, 1928, 1 K.B. 191. In the latter case SCRUTTON, L.J., said that in view of the extreme difficulty to get fair hearings from juries when the question was whether an insurance company should pay a person who was damaged by a motor, it became a rule of practice at the Bar, enforced by the judges, that the jury should not be told that the defendant was insured.

If the earlier cases are examined, however, it will be observed that the consequences of such disclosure have not always been the same. Thus, in *Wright* v. *Hearson*, where a question was put in cross-examination as to whether the defendant was insured and an objection thereto was upheld by the judge, who intimated to the jury that it had nothing to do with the case, an application for a new trial was refused by the Divisional Court.

In *Askew* v. *Grimmer*, counsel for the plaintiff in similar circumstances applied for the discharge of the jury, but this application was refused by the judge, who, however, pointed out to the jury that it would be most unfair to the defendant to treat him as being insured, in the circumstances, because if he had said what he had alleged (i.e., that he was liable and that application should be made by the plaintiff to his insurance company) it might turn out that he had, by reason of the terms of his policy, ceased to be insured.

In the unreported case of *Ellis* v. *Mahew* (tried before the Lord Chief Justice on the 24th March, 1926) the learned Lord Chief Justice, in the absence of authority, refused to discharge the jury and order the trial before a new jury, but a suggestion was made by him to the parties and accepted by them that the jury should be discharged by consent and the trial proceed before him without a jury.

The importance of *Grimshaw* v. *Davies* will therefore be appreciated inasmuch as it is the first case in which a jury has been discharged and an order made by the judge for the trial of the action before a new jury by reason of the disclosure of the fact of insurance.

Reviews.

The Stock Exchange Official Intelligence. 1928. Being a carefully-revised précis of information regarding all classes of British, Indian, Colonial, American and Foreign securities, including Securities of Governments, Counties, Municipalities, Public Boards, etc.; Railways; Banks; Discount Companies; Breweries and Distilleries; Canals and Docks; Commercial, Industrial, etc., Companies; Electric Lighting and Power; Financial Land and Investment; Financial Trusts; Gas; Insurance; Iron, Coal and Steel; Mines; Nitrate; Oil; Rubber; Shipping; Tea and Coffee; Telegraphs and Telephones; Tramways; and Water Works. Published under the sanction of the Stock Exchange Committee and edited by the Secretary of the Share and Loan Department. pp. cxl and 1944. Spottiswoode, Ballantyne & Co., Ltd., 1, New-street-square, E.C.4. 60s. net.

The forty-sixth annual issue of this comprehensive work made its appearance—with its usual promptitude—on the opening of the current Stock Exchange official year. It contains special chapters on subjects of immediate financial interest, together with a summary of recent legal decisions under the Companies Acts, and detailed information concerning stamp duties, trustee investments, income tax, company registration, the Public Trustee and trustee investments, etc., etc. A supplementary Index of companies which have been removed from the book should prove invaluable, the volume and page of previous issues in which the last reference is made to any company so removed being given. Clearly and concisely arranged, the completeness and thoroughness with which this monumental book of reference has been prepared officially, makes it without doubt the most important of all annual financial publications.

The Principles and Practice of the Law To-day. Being a Reprint from THE SOLICITORS' JOURNAL of a Lecture given by The Right Honourable Lord Justice SANKEY before the University of London, 14th March, 1928. The Solicitors' Journal, 29, Breams-buildings, E.C.4. 24 pp. 2s. (post free).

In this admirable lecture (the demand for which has rendered necessary this reprint) Lord Justice Sankey gives a general survey of the effect of the Great War upon the principles and practice of the law to-day. The subjects with which he deals include Administrative Law, International Law and The League of Nations, but the matter that receives the fullest consideration is the modern tendency "to create tribunals of a character different from the ordinary courts of our country, to leave the decision of many important matters to persons without the training and experience of judges, and to substitute in many cases a bureaucracy for a judiciary as we know it." The genesis of this tendency in pre-war times, its rapid development in war time and the consolidation of the practice in the post-war period are described. Its principal causes are shown to be delay, uncertainty and excessive costs in connexion with legal proceedings as well as the complexity of certain types of cases and the general modern tendency of bureaucracy to extend its operations. Each of these contributing causes receives special consideration and certain remedies are suggested.

Those who have not yet read this illuminating survey are strongly advised to take the first opportunity to do so.

Books Received.

Book of English Law. EDWARD JENKS, D.C.L. (Oxon), Barrister-at-Law. Demy 8vo. pp. xix and 460 (with Index). John Murray, Albemarle-street, W. 12s. net.

The London Chamber of Commerce. Forty-sixth Annual Report of the Council to the Members. Transactions of the Year 1927. Presented at the Annual General Meeting, 1928. Medium 8vo. pp. x and 194 (with Index).

The Property Statutes up to date. Being a Supplement to the Second Edition of the "Law Notes" Guide to the New Property Statutes. H. GIBSON RIVINGTON, M.A. (Oxon), and A. CLIFFORD FOUNTAINE. Medium 8vo. pp. 74. 1928. "Law Notes" Publishing Offices, Chancery-lane, W.C.2. 2s. 6d. net.

Death Duties, with Special Reference to Settled Land. J. P. CLEARY, LL.D. (Lond.) (Examiner, Estate Duty Office). Demy 8vo. pp. xxv, 246 and (Index) 22. 1928. Butterworth & Co., Bell-yard. 12s. 6d. net.

A Problem of Empire Suffering. Being the Annual Report for 1927 of The British Empire Leprosy Relief Association, 24, Cavendish-square, W.1.

Tax Cases. Vol. XI., Part viii. Reported under the Directions of The Board of Inland Revenue. pp. 575 to 656. 1928. H.M. Stationery Office. 1s. net.

Isalpa. The Official Monthly Organ of The Incorporated Society of Auctioneers and Landed Property Agents. Vol. II, No. 16, April 1928. 26A, Finsbury-square, E.C.2. 3s. 6d. per annum (post free).

Index to the Parishes, Townships, Hamlets and Places contained Within the Districts of the Several County Courts in England and Wales. Sixth Edition. Compiled by The County Courts Branch, Lord Chancellor's Department. Royal 4to. 191 pp. Stiff Boards. H.M. Stationery Office. 10s. 6d. net.

International Survey of Legal Decisions on Labour Law, 1926. Medium 8vo. pp. xxxv and 316. International Labour Office, League of Nations, 12, Victoria-street, S.W.1. 8s. net.

Gibson's Conveyancing. Thirteenth Edition. H. GIBSON RIVINGTON, M.A. (Oxon), and A. CLIFFORD FOUNTAINE. Medium 8vo. pp. xcviii and 768 (with Index). 1928. "Law Notes" Publishing Office, Chancery-lane, W.C.2.

The Essentials of International Public Law and Organisation. AMOS S. HERSHEY, Ph.D., Professor of Political Science and International Law in Indiana University. Revised Edition, 1927. Foolscap 4to. pp. xxii and 784 (with Index). The Macmillan Company, New York. 15s. net.

The Arbitrator. The journal of The Institute of Arbitrators (Incorporated). Vol. I (new series). April, 1928. No. 1. The Institute of Arbitrators (Incorporated), 28 Bedford-square, W.C.1. 1s. net.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers are invited and will be answered by some of the most eminent authorities of the day. All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 29, Breams Buildings, E.C.4, be typewritten on one side of paper only, and be in duplicate. Each copy to contain the name and address of the subscriber. To meet the conveniences of Subscribers, in matters requiring urgent attention, answers will be forwarded by post if a stamped addressed envelope is enclosed.

Undivided Shares—Title.

Q. 1232. In 1919 a piece of land was conveyed to A and B (his wife), in fee simple, as joint tenants absolutely, the purchase money being in fact found by A and B equally. B states A, in 1924, sold his half of the land to B for £25, but no conveyance was made to B, nor did A give her any receipt. B later, built a house on the whole plot, which she has let. A died in 1927, having devised and bequeathed all the residue of his property to Y and Z, his executors and trustees, upon trust to retain same in its actual state, or at discretion, at such times, etc., sell and convert same provided they should not sell any real estate held in the joint names of A and B, except with her consent, and he declared the beneficial interest in any property in the joint names of himself and B belonged as to one-half to her and as to one-half to himself. The estate has been administered subject to payment of further estate duty on a corrective affidavit, and payment of costs of administration. It is now desired to complete B's title to the plot and house. Please advise the simplest and least expensive method by which this can be carried out.

A. After 31st December, 1925, A and B held on trust for sale, whether under the L.P.A., 1925, s. 36 (1), or, if the joint tenancy had been severed in equity, under the 1st Sched., Pt. IV, para. 1 (2). If, after A's death, B could prove she was entitled to the whole equitable interest, she could sell and give receipt to a purchaser, see answer to *Q.* 244, p. 541, vol. 70. Assuming she is not sole beneficiary under A's will, she can best deduce her equitable title by conveyance of A's interest from his executors, upon proof of the facts to them.

Land—Imperfect Gift—Undivided Shares—Tenants for Life—Future Trust for Sale—Transitional Provisions.

Q. 1233. In 1905 A purchased seven plots of freehold building land and in the following year he gave them to his sister B, but no formal deed of gift was executed. All that was done towards vesting the plots in B was that she was handed the two conveyances to A of the plots in question, together with an ordinary form of share transfer executed by A under seal and attested, and dated 13th November, 1906. In this form of transfer A "in consideration of natural love and affection for my sister" was expressed to "assign and transfer" to B the seven plots in question "To hold unto the said transferee, executors, administrators and assigns." The document is unstamped. A died in 1907 having by his will appointed a son and a son-in-law executors and trustees for the purposes of the S.L.A., 1882-1890. He gave and appointed all his real and personal estate unto and to the use of his trustees as regards real estate upon trust to pay the income to his wife for life and on her death (which took place on 8th November, 1916) to divide the net income between his three sons (some or all of whom are still living), and after the death of the survivor of such sons the testator directed his trustees to sell his residuary trust estate. B died in August, 1925, without having taken any further step to complete her title to the land, which was up to that time and has been ever since lying idle, never having been let or dealt with in any manner. Under her will, which was proved in October, 1925, B appointed two sons-in-law executors and trustees, and devised all her real estate of every tenure unto and to the use of two of her daughters (who are both still living and of full age) in equal shares absolutely. An offer to purchase the plots has now been received, and the question arises as to whom can convey and what instrument or instruments must be executed to put the title in order. There is no question as to A's intention to give the plots to B and the representatives of A do not dispute this. It is suggested that the transaction which took place in 1905 did not pass the legal estate to B, and if this is so, in the events which have happened, the legal estate would appear to be vested in the tenants for life under A's will (L.P.A., 1925, 1st Sched., Pt. II, 6 (c)), and a confirmatory deed setting out the facts will have to be executed by the tenants for life under A's will in favour of B's two daughters, who can then convey as beneficial owners. Are we correct in this view? Will it be necessary for the trustees of A's will to execute a vesting deed in favour of the tenants for life?

A. Assuming the difficulty as to the stamp could be surmounted by payment of penalty, a form of transfer of shares duly executed, though inapt for realty, is not necessarily void as a conveyance of land, if the land is described and in fact conveyed. On the materials above the opinion is given that there was a valid conveyance to B. Since, however, the limitation was to her and her executors, etc., it only passed a life estate under the old law, and she now being dead, is spent. B's executors have no equity for rectification under an imperfect gift (assuming A's intention was to give the fee simple and not the life interest), and, having regard to *Re Richardson*, 1885, 30 C.D. 396, and *Re Hancock*, 1888, 57 L.J. Ch. 793, the possession of the deeds on an imperfect gift cannot avail the recipient. The deeds should therefore be handed over by B's executors to A's, or as the latter direct, and the attempted gift in fee to B must be disregarded. The title is therefore under A's will. The word "divide" is strongly indicative of tenancy in common rather than joint tenancy (see authorities collected in "Stroud's Judicial Dictionary"). Assuming there was nothing to negative this construction in the will, and that the proceeds of sale were divisible, the case fell on 1st January, 1926, either under the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (1), if one tenant for life was dead, or under para. 1 (3) if all were alive, excluding para. 4, added by the L.P.(Am.)A., 1926, Sched., in accordance with the decision in *Re Higgs and May*, 1927, 2 Ch. 249, 71 Sol. J. 716. A's estate is no doubt fully administered, and the trustees of his will will therefore hold the property in question upon the statutory trust for sale under the above provisions, and can give title accordingly. If all the beneficiaries of any share are *sui juris* they can, of course, *quâ* that share, carry out A's intention by directing the trustees to hand over their share of the purchase money to B's daughters.

Settled Land—Death of Tenant for Life—Representation—Appropriation—Procedure.

Q. 1234. W.P., by his will appointed his sons T and C to be his executors, and directed that his wife should have the use of his household furnishings and effects, together with all the income arising or accruing from his property, shares and investments during her life. He further directed that upon her decease the whole of his estate should be realised, the proceeds to be divided as follows: To E.M. the sum of £50; the remainder of the estate to be divided into five equal amounts or shares, one each of such shares to his sons T, C, J and F, the remaining share to be equally divided between the testator's daughter A and her eldest son. In the event of any of the above beneficiaries predeceasing the testator, their share was to be divided in equal parts amongst their surviving children. Testator died in 1915. His widow died intestate

in 1927. No administration of her estate has been taken out. No formal assent to the bequest and devise to the widow was made by the executors, but she received all the income of the estate and had the use of the household furnishings and effects up to the date of her death. The trust estate consists of investments valued at £375, £800 cash on deposit with a building society, and three freehold cottages valued at £175. The beneficiaries wish the estate to be divided amongst them in specie instead of its being sold. J wishes to take the three cottages as his share. How can this transaction best be carried out? Is it necessary that letters of administration of the settled estate should be taken out? Or can the transaction be effected by a deed in the Precedent No. 26 in Vol. 6 of Enc. of Forms, p. 504; or should all the beneficiaries be parties to the deed? It is assumed that the daughter's interest in the estate vested in her from the date of testator's death.

A. The legal estate in the freehold cottages (on the assumption that W.P.'s estate had been completely administered before 1926) vested in the widow—the tenant for life of the settled land—by virtue of L.P.A., 1925, 1st Sch., Pt. II. Hence representation to her estate has to be applied for. As to the persons who should apply, seeing that land has ceased to be settled by the death of the tenant for life, see "A Conveyancer's Diary," 71 Sol. J., pp. 891-2. In this case T and C, who may be S.L.A. trustees, may well renounce, when the general representatives can apply for a general grant; or better still T and C can apply for a general grant. The personal representatives, after obtaining a grant, can then assent in writing to the vesting of the cottages in J; see 3 Prideaux, p. 841, and the notes to the Precedent there given. The above plan seems to be the proper one in the circumstances.

Undivided Shares—Settled Land subject to one Settlement—Conflict between sub-paras. (1) and (3) of para. 1, Pt. IV of 1st Sched. to L.P.A., 1925.

Q. 1235. Testatrix died in July, 1911. By her will she appointed her son A sole executor and trustee, and gave certain leasehold property to her trustee upon trust to collect and receive the income thereof, and to pay thereout all outgoings, including ground rents, rates, taxes, &c., and to pay the net income in manner following, viz.: (*a*) As to one moiety to her grandson B for his life. (*b*) As to the remaining moiety to A "for his own use and benefit and after his decease unto his children who may survive him share and share alike and failing any surviving children then as he shall by his will direct." (*c*) From and after the death of B, his share of the income to be paid to . . . A or his successors." There were no trustees of the settlement for the purposes of the S.L.Acts, 1882–1890. The will was proved by A in September, 1911, and it may be assumed that he has long since assented to the bequests contained in the will. A and B are still living. On the above facts it would appear that immediately before 1st January, 1926, the land was held in equity in undivided shares vested in possession, and that (1) the entirety of the land was vested in A in trust for persons entitled in undivided shares; (2) the entirety of the land was settled land held under one and the same settlement. The question therefore arises whether the case falls within para. 1 (1) or para. 1 (3) of Pt. IV of the 1st Sched. to the L.P.A., 1925. On the assumption, apparently, that para. 1 (1) applied, A, by deed dated 1st April, 1926, appointed an additional trustee to act with him for the purpose of the statutory trusts affecting the property. It is now suggested that as the entirety of the land was settled land held under one and the same settlement, para. 1 (3) applied to the exclusion of para. 1 (1) and the land vested in the trustees (if any) of the settlement, and if none, in the Public Trustee, upon the statutory trusts, and that as there were no such trustees (i.e., no trustees for the purposes of the S.L.Acts, 1882-1890) and no person having power to appoint trustees in place of the Public Trustee, an application to the court will be necessary to obtain such appointment. It is submitted that s. 30 (3) of S.L.A., 1925, does not help the case, as that provision only applies to a settlement which is a settlement within the S.L.A., 1925 (see the commencement of s. 30 (1)), whilst the present case is a settlement of undivided shares in land which cannot be a settlement within the meaning of S.L.A., 1925 (see ss. 1 (1) and 117 (1) (ix)).

A. The opinion here given is that the case fell within para. 1 (1). Paragraph 1 (3) provides for cases to which the earlier sub-paragraphs are inapplicable. This view is confirmed by the considerations: (1) that if it were para. 1 (3) which applied, no S.L.A. trustees could be appointed to hold upon the statutory trusts, for there would be no settlement under the new Act and the court cannot appoint trustees for the purposes of the S.L.Acts, 1882–90, which are repealed; and (2) that it avoids all apparent conflicts between the provisions of the various sub-paragraphs referred to.

Undivided Shares—Settled Land subject to one Settlement—Conflict between sub-paras. (1) and (3) of para. 1, Pt. IV of 1st Sched. to L.P.A., 1925.

Q. 1236. It is suggested in the reply to *Q.* 1173 that the view there taken is confirmed, *inter alia*, by the consideration that "if it were para. 1 (3) which applied, no S.L.A. trustees could be appointed to hold upon the statutory trusts, for there would be no settlement under the new Act, and the court cannot appoint trustees for the purposes of the S.L.A., 1882–90, which are repealed." It seems that para. (*v*) of the proviso to para. 1 (3) clearly provides for an application to the court for the appointment of "such trustees," *i.e.*, trustees of the settlement, in a case where there are no such trustees, and the persons (if any) having power to appoint new trustees are unable or unwilling to make an appointment. As the paragraph deals solely with settlements of undivided shares, which are not settlements within S.L.A., 1925, if the view above expressed is correct, it appears to render para. (*v*) of the above proviso absolutely nugatory.

A. The question draws attention to one of several difficulties which arise as the result of the view taken by the Court of Appeal in *Re Ryder & Steadman*, 1927, 1 Ch. 677, of the meaning of "settled land" in Pt. IV. Agreement is expressed with the questioner that in view of para. (*v*) it may be argued that there is no confirmation as suggested under head (1) of our former view, It is submitted, however, that only if driven to it as the last resort would the court appoint "trustees of a settlement" which had already ceased to exist.

Settled Land—Post-1925 Will—Death of Tenant for Life before Assent—Title.

Q. 1237. A died in October, 1926. By his will he appointed X to be sole executor. The will did not appoint settled land trustees. Testator gave his freeholds to B for life and then to Y and Z jointly. Before a vesting assent was executed, B and Y died. The legal estate in consequence was never vested in B. Can X now assent direct to Z? It has been suggested that probate of B's will limited to the settled land should first be obtained, and that X should assent to the special representatives, who, in turn, should assent to Z.

A. B's equitable interest (the legal estate never having been conveyed to him) was not an "estate in land" within the L.P.A., 1925, see s. 1 (1) and (3), and the opinion is here given that it was not settled land vested in him within the A.E.A., 1925, s. 22 (1), or the J.A., 1925, s. 162 (1). On this footing X can assent to Z direct, Z being then fortified by the very strong provisions of the A.E.A., 1925, s. 36 (4).

Mr. Thomas Charles Willders, of Bleak House, Holbeach, Lincs, solicitor, died on 19th November, aged sixty-nine, leaving £56,417. He gives £1,000 to Frank Alfred Gale, his managing clerk; £250 to George Larrington, chauffeur; £150 to Thomas M. Larrington, gardener; and £150 and one year's wages to his clerk, Irene Thorpe.

Correspondence.

Leases of Registered Land.

Sir,—The necessity (if such be the case) of registering under the L.R. Act, 1925, a lease for twenty-one years or over granted by a registered proprietor, so far as my experience goes, has taken more than one solicitor by surprise, the result being that numerous leases of this kind have been granted and assigned without having been registered under the Act. I have read your article on this point in A Conveyancer's Diary in your issue of the 17th March last. The two important sections of the Act appear to be ss. 8 and 123; s. 8 provides that where the estate owner is holding under a lease of which more than twenty-one years are unexpired he *may* apply to the registrar. In passing, I may point out that *may* is a very different word from *must*. Section 123 deals with registration in areas where it is compulsory, and as we all know, only leases having not less than forty years to run *must* be registered. I communicated with the Land Registry on the matter, and enclose copy of their reply, which appears to me to bear out my contention. It does not refer to any compulsion in the case of a twenty-one years' lease. I have several cases where a lease for over twenty-one years has been granted and then assigned. On enquiry on behalf of my clients, the assignees, as to registration being necessary, I was informed that the lease could not be registered as it had been assigned, but the assignment could be registered. Assuming registration is compulsory in this case, it appears to me very unsatisfactory to find that in every case of assignment the lease itself cannot be registered and presumably never will be. Consequently part of the leasehold title will be on the title and part off. From the articles and the notes in "Prideaux," Vol. III, 22nd edit., pp. 1044-5, it would appear that, in the case of a lease for over twenty-one years being created by a registered proprietor, whether within the compulsory area or not, there is no occasion for him to register the lease or the counterpart and there will be nothing on his register to show that a lease has been granted. Registration under the Act of 1925, outside the compulsory area, is a voluntary matter, and apart from any statutory obligation, it is difficult to see why a lessee should have to register his lease simply because it is granted by a freeholder or leaseholder (as the case may be) who has registered his own title without any obligation to do so. I have read the Act of 1925, and cannot find any words making such registration compulsory. It appears to me that if registration under s. 8 is compulsory, then it in effect revokes registration under s. 123, or reduces it to a nullity. The latter section distinctly provides that only leases having over forty years to run must be registered where registration is compulsory. It is obvious that in the compulsory area all titles must be registered, freehold or leasehold, so, if s. 8 prevails, the reference in s. 123 to forty years is of no effect. Whichever may be the right construction, it appears to me a pity that, when the Act was drafted, the term was not made forty years in both cases, which would have saved confusion and trouble.

27th April. E. TALLACK.

Warwick-square, S.W.1.

[We agree with Mr. Tallack that s. 123 only applies to unregistered land in a compulsory area, and then only extends to terms having not less than forty years to run. We also agree that because that section is necessarily silent as to the effect of the non-registration of the title of a transferee or lessee of registered land, such silence has given rise to a misunderstanding as to the necessity for registration of a term for more than twenty-one years when created out of land the title to which is already registered.

It is, however, abundantly clear that the combined effect of L.R.A., 1925, ss. 18, 21, 101 and 109 is to render registration of the title to a lease of registered land for a term exceeding twenty-one years necessary, otherwise the lessee would not obtain a legal estate in that term. This is definitely stated in 3 Prid., 22nd ed., p. 1044, note (*m*); see the words "in other cases the title must be registered."

The reasoning leading to the above conclusion is given in 72 SOL. J., pp. 96, 181-2, to which we adhere. As will be seen from a perusal of those articles, ss. 18 and 21 affect "registered land," whether in a compulsory or in a non-compulsory area; s. 123 affects "unregistered land" in a compulsory area. Thus the respective sections deal with different subject matters. It might, however, be said that s. 123 overlaps, for as, under the main provisions, terms created out of "unregistered land" for more than twenty-one years must be registered, *a fortiori* a term of forty years must be caught.

The position is that the title to a lease for a term of forty years and upwards of unregistered land in a compulsory area must be registered, otherwise the lease is void for the purpose of conveying a legal estate, and that a lease exceeding twenty-one years of "registered land," wherever situated, is not duly completed so as to confer a legal estate in the term on the lessee until the lessee's title is registered pursuant to s. 8. In both cases the penalty for non-registration is identical.

The Registrar is not concerned, when a title has been registered, whether or not a lessee or other transferee comes to have his title registered; it is not a matter of compulsory first registration; that explains the official letter.

The Act has nothing to do with the registration of an assignment, or any other deed (one must not confuse registration of deeds with that of title); but if a lease, the title to which ought to have been registered, has been assigned, then the assignee is the proper person to be registered as proprietor —ED., *Sol. J.*]

L.P. Act, 1925, Section 74.

Sir,—I venture to suggest that this section, which was meant to serve a useful purpose, has again failed to fulfil what it was meant to do.

I have pointed out that the section does not meet, and should have met, the case of a company's share certificate which is under seal, and that the regulations of the company issuing a share certificate under seal should be inspected before the certificate is accepted by a shareholder.

Now I find the following difficulty: A lease is executed by a lessor company to a lessee company. It is obvious that the lessee, if he get a lease sealed by one director of the company and the secretary, has a document that binds the lessor company, as by s. 205, sub-s. (xxi), purchaser includes a lessee. Does the lessor, when he gets the counterpart, get a document that binds the lessee if the lessee company have regulations requiring two directors and the secretary for affixing the seal?

Again, if duplicate conveyances are executed by vendor and purchaser companies, the purchaser gets a binding document by one director and the secretary, but does the vendor get an enforceable document by one director and the secretary of the purchaser company?

Section 74, I submit, ought to be re-drafted entirely, and it should provide that any document under the seal of a company shall bind it if the sealing be attested by a director and the secretary. This would cover a share certificate.

London, E.C.2. E. T. HARGRAVES.

27th April.

[It may be argued that as:—

(1) A counterpart has the like validity to the lease: see "Norton on Deeds," p. 24; and

(2) a party who takes the benefit of a deed is bound though he does not execute it: see *op. cit.*, p. 22,

the lessor company has, in the counterpart, a document which binds the lessee company.

The point is, however, a difficult one, and, as Mr. Hargraves suggests, s. 74 deserves careful consideration when proposed amendments are being discussed.—ED., *Sol. J.*]

NOTES OF CASES.

High Court—Chancery Division.

In re **the Application of Cranbux, Ltd.**

Clauson, J. 22nd March.

TRADE MARK—ASSIGNMENT—BUSINESS GOODWILL—REGISTRAR'S INVESTIGATION OF ASSIGNEE'S TITLE—TRADE MARKS ACTS, 1905-1919, 9 & 10 Geo. 5, c. 79, ss. 22, 33, 41.

This was a motion by Cranbux, Ltd., assignees, under a deed dated 27th October, 1927, of certain trade marks, including one consisting in the word "Odol," for an order directing the registrar to enter them as proprietors of that mark. They had obtained the assignment from a German firm carrying on business at Dresden; and the registrar had refused to enter them as proprietors of the mark on the grounds that all post-war manufacture had been in Germany, that the manufacturing business was in Germany and had not been assigned, that the mark had been severed from the manufacturing and vending business, and that the goodwill of the manufacturing business had not been assigned.

CLAUSON, J., said that upon the face of the deed the assignment was valid and effective. A trade mark could be assigned only with the goodwill of the business concerned in the goods for which it had been registered. Neither the registrar nor the court was concerned, in the present case, with the facts which had led to the registrar's doubts. The registrar was bound to satisfy himself, on the construction of documents, that assignments were valid, but that was all that he had to do. If facts which appeared later showed that an assignment had destroyed the mark which it purported to assign, any party aggrieved could bring the proper proceedings, despite registration of the assignee. In the present case the assignment was effective; and the matter would be referred back to the registrar for further hearing.

COUNSEL: *Sir Duncan Kerly*, K.C., and *Evans Jackson; Whitehead*, K.C., and *D. H. Cohen*; *Stafford Crossman*.

SOLICITORS: *Collisson, Pritchard & Barnes; Bull & Bull; Solicitor to Board of Trade.*

[Reported by K. R. A. HART, Esq., Barrister-at-Law.]

In re **Tuck.** Clauson, J. 22nd, 23rd and 26th March.

PRACTICE—COSTS OF LEADING COUNSEL FOR TRUSTEES.

This was an adjourned summons which asked the court to determine whether certain dispositions in the will of Sir Adolph Tuck, deceased, were adeemed by various settlements made by the testator during his lifetime, and what powers the trustees had to appropriate in satisfaction of those dispositions. After judgment, the attention of the court was directed to a suggestion that there was a taxing office rule against allowing the costs of leading counsel appearing for trustees, and the court's ruling on this point was sought.

CLAUSON, J., said that there could be no such hard and fast rule. In the present case, large sums were involved, various interests had to be considered and protected, and intricate and difficult questions arose. The court would give no special direction as to costs, and thus it would be clear that the court did not recognise the existence of the suggested rule. The taxing master would always exercise his discretion.

COUNSEL: *Gavin Simonds*, K.C., and *A. E. Ellis; Spens*, K.C., and *H. F. F. Greenland; J. Neville Gray; Vaisey*, K.C., and *C. A. J. Bonner; C. R. R. Romer; Stafford Crossman; T. Howard Wright; Wilfrid Hunt.*

SOLICITORS: *Marley, Sheriff & Co.; Freshfields, Leese and Munns; Treasury Solicitor.*

[Reported by K. R. A. HART, Esq., Barrister-at-Law.]

Mr. David Matthias Evans (otherwise David), of Irvona, The Parade, Merthyr-Tydvil, retired solicitor's clerk, left estate of the gross value of £6,515.

High Court—King's Bench Division

Attorney-General *v.* **Luncheon and Sports Club, Ltd.**

Rowlatt, J. 14th and 15th March.

WAGER — HORSE RACING — TOTALISATOR — LIABILITY TO BETTING DUTY—FINANCE ACT, 1926, 16 & 17 Geo. 5, c. 22, ss. 15, 18.

The defendants, proprietors of the Stadium Club, had on their premises a totalisator and a pari-mutuel for the use of members wishing to make bets on horse racing. Under the club rules the club merely acted as a distributing agent, and was empowered to deduct 10 per cent. of the gross amount of stakes. The winners received their money from a fund dependent upon the losers' wagers. The Attorney-General preferred an information alleging that the defendants were liable to pay betting duty in respect of the wagers made by members ot the club by means of the totalisator and the pari-mutuel. There were two questions: (1) whether a transaction which took place constituted a bet; and (2) whether, if it did, that bet was made with a bookmaker within the meaning of ss. 15 and 18 of the Finance Act, 1926.

ROWLATT, J., said that the real point was: between what parties did the transaction take place? In his opinion, the club was a principal in each transaction, not merely a distributing agent, as contended. The winners looked to the club for their money and not to the losers direct; the club looked to the losers. Judgment for the Crown, with costs.

COUNSEL: *The Solicitor-General* (*Sir Thomas Inskip*, K.C.), and *Bowstead*, for the Attorney-General; *Roland Oliver*, K.C., *G. D. Roberts*, and *D. A. S. Cairns*, for the defendants.

SOLICITORS: *Solicitor for the Customs and Excise; De Buriatte & Bowen.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Sunderland and South Shields Water Co. *v.* **Hilton and Others.**

Wright, J. 23rd March.

WATER RATE—TWO SEPARATE FLATS SUPPLIED BY ONE PIPE—COMMON USER OF CONVENIENCES AT REAR OF PREMISES—NOT SEPARATE "HOUSES" WITHIN WATER COMPANY'S ACT.

The water rates of the occupiers of two separate floors in the same building having fallen into arrears, the plaintiffs cut off the supply of water. The tenant of the ground floor left later without ever paying, and the premises were subsequently re-let by the owners. The tenant of the upper floor then paid off his arrears of the water rate, and on the 24th January, 1927, a joint application was made to the plaintiffs for a supply of water, which was refused. The two floors were entirely without connection, each having its own separate entrance, but in the yard at the rear of the building was a wash-house and other conveniences for the common use of the occupiers of both floors. A single pipe brought water into the premises from the main, and after supplying the conveniences used in common, it served the scullery on the ground floor and passed up to the scullery on the upper floor. The plaintiffs informed the owners that the water supply would not be renewed unless they installed a separate pipe to each floor at their own expense, or undertook to be responsible for the water rates instead of the tenants. The plaintiffs contended that each floor of the building was a separate house within s. 36 of the Sunderland and South Shields Water Act, 1921. In this special case, stated by agreement of the parties, the plaintiffs claimed that the floors constituted separate houses from which they were entitled to cut off the water supply if and when the occupier of either floor failed to pay his water rate.

WRIGHT, J., said that the question was what was the meaning of the word "house" in s. 36 of the Act of 1921.

Each occupier was entitled to the use of the wash-house and the conveniences in the yard, so that even if there were separate supply pipes to each floor, it would be impossible for the company to cut off the supply of one occupier without affecting the other. In his opinion there were not two separate houses for the purposes of the company's Act, and the declarations asked for by the plaintiffs must be refused.

COUNSEL: *W. Hedley* for the Water Company; *W. T. Monckton* for the owners and occupiers.

SOLICITORS: *Gibson & Weldon* for *Mann, Longden & Mann*, Sunderland; *Ward, Bowie & Co.* for *J. S. Tindle & Bullen*, South Shields.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Ebner *v.* **Lascelles.** Salter and Charles, JJ. 26th March.

RENT RESTRICTION—PREMISES SUB-LET—PART FURNISHED—CLAIM FOR DILAPIDATIONS—PROTECTION OF RENT ACTS ASSERTED.

Appeal from Brighton County Court.

The plaintiff, landlord of a block of flats at Codrington House, Hampton-place, Brighton, let a flat, consisting of ground floor and basement premises, to the defendant in 1916, at a rent of £82 10s. per annum. The tenant was granted a further lease from the 25th March, 1918, at a rent of £90 per annum, the lease, as before, exempting the tenant from liability for loss arising from accidental fire, fair wear and tear and reasonable use. A further lease was taken from the 25th March, 1921, at a rent of £130, with the option of another three years' lease at £150, the liability clause being withdrawn. The option was exercised and the tenancy ended on the 24th March, 1927. Throughout the entire tenancy the defendant had sub-let the ground floor furnished and the basement unfurnished, both sub-tenancies expiring before the head lease. The plaintiff claimed for dilapidations under the last lease. The defendant contended that the premises were protected under the Rent Restrictions Acts, and that the burden of dilapidations thereby imposed upon her ought to be assessed on the earlier and less onerous covenants. The county court judge held that by the tenant sub-letting and never occupying the premises they were not protected by the Acts, or that if they were, the furnished sub-letting of the ground floor put it outside the Act. The tenant appealed.

SALTER, J., was of the opinion that as the premises had not been used for business, trade, or professional purposes, they were "part of a house let as a separate dwelling" within s. 12 (2) of the Act of 1920. The non-occupation by the tenant did not prevent the tenancy being one which the Acts would protect in regard to the amount of rent and repairs imposed on the tenant. Thirdly, the furnished sub-letting of part of the premises, the ground floor, terminated before this action began, had not the effect, for the purpose of the present claim, of taking the whole or any part of the premises outside the Acts. Appeal allowed.

CHARLES, J., concurred.

COUNSEL: *Alexander Cairns* for the appellant; *J. G. Hurst*, K.C., and *John Flowers* for the respondent.

SOLICITORS: *J. S. Blanckensee & Co.; Robert Breach.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Grinham and Another *v.* **Davies.**
Salter and Talbot, JJ. 25th April.

COUNTY COURT JURY—STREET ACCIDENT CASE—INTIMATION TO JURY THAT THE DEFENDANT WAS INSURED—JURY THEREUPON DISMISSED—APPEAL.

Appeal from an order of Judge Cluer, Shoreditch County Court, discharging a jury, summoned to try a street accident case, on the ground that a portion of a letter read to the jury by counsel for the plaintiff disclosed the fact that the defendant was insured. A trial before a fresh jury was ordered.

SALTER, J., in giving judgment, said that he was of opinion that in cases such as the present it was a settled rule of practice that the jury ought not to be informed on behalf of the plaintiff that the defendant was insured. The rule was an important one, and if it were violated it was a matter of discretion for the judge what course should be adopted; he might order the jury to be discharged if the circumstances of the case rendered that course proper. He referred to *Wright* v. *Hearson*, 1916, W.N. 216; *Askew* v. *Grimmer*, 43 T.L.R. 354; *Ellis* v. *Mayhew, Ltd.* (unreported); and *Gowar* v. *Hales*, 1928, 1 K.B. 191. In his view the jury in the present case had, no doubt unintentionally, been informed that the defendant was insured, and the appeal must be dismissed.

TALBOT, J., concurred, but added that in his opinion it would be much better for both parties if the whole matter were disclosed and express direction given to the jury by the judge, because then, in considering damages, the only matter to which the attention of the jury would have to be explicitly directed would be what the injury to the plaintiff had been.

COUNSEL: *J. Watson Moyses* for the appellants; *Serjeant Sullivan*, K.C., and *B. D. A. Leverson* for the respondent.

SOLICITORS: *Berry, Tompkins & Co.; White & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Woodland *v.* **Woodland otherwise Belin.**
Hill, J. 22nd February and 27th March.

DIVORCE—PETITION FOR NULLITY—ALLEGED SUBSISTING FIRST MARRIAGE OF RESPONDENT—FRENCH LAW—ORDER FOR RESTITUTION OF CONJUGAL RIGHTS AGAINST PRESENT PETITIONER—ESTOPPEL IN NULLITY SUIT.

On the first occasion of the hearing of this petition for nullity, on it appearing that the present respondent had been granted an order for restitution of conjugal rights, the present petitioner not having defended those proceedings, his lordship adjourned the suit for argument whether or no the present petitioner was estopped from alleging the nullity of the marriage. The facts appear from the judgment.

HILL, J., in the course of his judgment, said: The nullity petition was filed on the 10th June, 1927, on the ground that at the date when the petitioner went through the form of marriage in England on the 5th December, 1914, the respondent was the wife of a Mr. Barton, to whom she was married in 1907. It is not disputed that Mr. Barton was still alive at the time of the marriage in 1914, but the respondent claims that her previous marriage had been dissolved by a decree of the Seine Civil Tribunal in November, 1914. Evidence of French lawyers, however, has satisfied me that the decree of November, 1914, in Paris, was not a final one, but only a preliminary measure, and that not only must there be an interval before a marriage is finally dissolved, but that the decree must be transcribed into the register of Civil Status. It is clear that the formalities had not been complied with, and on the 5th December, 1914, the respondent was still the wife of Mr. Barton. If the petitioner were not estopped he would be entitled to a decree of nullity. But I do not think the petitioner can be heard to say that he did not become the husband of the respondent. In the proceedings in 1921 for restitution of conjugal rights the decree pronounced him and the respondent as "lawful husband and wife." He appeared to the proceedings and put in no answer, though he might have traversed the allegation of the marriage and raised the issue. His lordship, in dismissing the petition with costs, said that he was precluded from doing otherwise by the decision in *Wilkins* v. *Wilkins*, 1896, P. 108.

COUNSEL: *Hon. Victor Russell*, for the petitioner; *Tyndale and Rolfe*, for the respondent.

SOLICITORS: *Warden Gowing; Bartlett & Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Societies.

United Law Clerks' Society.

ANNIVERSARY FESTIVAL.

Mr. Justice Wright was the chairman at the ninety-sixth anniversary festival of the United Law Clerks' Society, which was held at the Holborn Restaurant on Monday. Among the many distinguished guests who sat down were Mr. Justice Finlay, K.B.E., Mr. Justice Humphreys, His Honour Judge Moore, His Honour Judge Woodcock, Sir T. Willes Chitty, Bt., K.C., The Hon. Sir Malcolm Macnaghten, K.C.B., K.C., Mr. Wilfrid Greene, K.C., Mr. H. F. Bayford, K.C., Mr. R. W. Needham, K.C., Mr. Arthur Barratt, K.C., Sir Claud Schuster, G.C.B., C.V.O., K.C., Mr. C. B. Marriott, K.C., Mr. Rayner Goddard, K.C., Mr. Malcolm Hilbery, K.C., Mr. C. J. Conway, K.C., Mr. F. J. Wrottesley, K.C., Mr. F. K. Archer, K.C., Mr. Lowry Porter, K.C., Mr. Holford Knight, Sir Leonard W. Kershaw, Mr. Harry G. Pritchard, Mr. Alfred Hildesley, Mr. H. Glyn-Jones, Mr. D. D. Robertson, Mr. Laurence Vine, Mr. L. W. North Hickley, Mr. Wintringham N. Stable, Mr. C. G. May, Mr. F. M. Guedalla, Mr. John J. Withers, C.B., M.P., Mr. C. A. Scudamore, Mr. H. P. Gisborne, Mr. C. J. T. Rains, Mr. Frederick McMullen, Mr. W. G. Earengey, LL.D., Mr. W. K. Scrivener, Mr. H. C. Naldrett, Mr. N. A. Beechman, Mr. R. M. Pembridge, Mr. G. H. Buckmaster, Mr. Arthur E. Savile, Mr. W. H. Abbott, Sir Robert Aske, Bt., and Mr. James Wylie, C.B.E.

The CHAIRMAN proposed the toast "The United Law Clerks' Society." He said that the society had two branches—the State section and Voluntary section. The State section had a large membership and it provided benefits in addition to those benefits which were fixed by the official scale. The older section of the society comprised the embodiments of the principle of voluntary thrift, a principle which it was always desirable to recognise and to encourage. In these days the necessities of human responsibility were supplanted by State aid, and one could never too much cherish the feeling of self-respect and thrift which made a man sometimes at considerable self-sacrifice assist in supporting a society such as this, which was, by the way, by far the most ancient of the friendly societies instituted for the benefit of clerks throughout the country. The society would, in a few years' time, celebrate its centenary, and it was founded in the year 1832. Happily, it showed no signs of decrepitude or of old age, for it had gone on growing stronger and more vigorous ever since its institution. It was usually the case that people showed signs of failing health as they approached old age, but that was not so in the case of the society. Statistics with which he had been supplied showed that the society was more flourishing and prosperous than ever. Its investments amounted to over £150,000, and the dividends from these investments reached about £7,400 per annum. Then the contributions of the members were to be added, so that, as the accounts of last year showed, it had an income of over £12,000. Of that income, it was only fair to say, some portion came from the members of the profession who belonged to branches other than those to which the members of the society itself belonged. He was sure that all present would agree with him when he expressed the opinion that everybody in the legal profession, in whatever capacity he might serve, ought to support this institution, which was an institution for the benefit of clerks to barristers or to solicitors, or to those engaged in any sort of legal office or department. He could speak with the most intimate knowledge of the clerks to barristers, and could say how very much the principals owed, individually and collectively, to them. He felt that he was speaking not only for himself but for all the members of the Bar. They felt the greatest regard for and placed most entire reliance upon their clerks. During the many years he had practised at the Bar his relations with the clerks of both branches of the profession had been of the most friendly character, and he had the greatest esteem for their high sense of honour and their industry. He should always remember the numerous acts of kindness he had received from them. Those who practised at the Bar felt that they could do nothing without their clerks, and he had no doubt that the same feeling actuated the members of the solicitor branch of the profession, and that, in return, they would feel that the clerks deserved their help and sympathy. The benefits which the society afforded were very generous and very valuable. One of these was the superannuation benefit which went far to supplement such help as the State now provided. Other benefits were those provided in sickness and on the death of a member or of a member's wife. In view of the great value of the society he felt sure that everybody would join in drinking the toast with heartiness.

Mr. H. E. STAPLEY (hon. treasurer) returned thanks, observing that the society displayed three characteristics. In the first place, it existed as a friendly society for the purpose of promoting thrift and self-help amongst its members. Secondly, it was a benevolent institution with the object of assisting law clerks who were in distress, whether they were or were not members, and thirdly, it was an approved society under the National Health Insurance Act for the purpose of administering the benefit of that Act among law clerks. It had its origin as a friendly society at a time when there was no thought of State assistance and before people had begun to think that the State ought to provide for everybody and everything that needed help.

The Hon. Mr. Justice FINLAY proposed the health of the chairman, who briefly responded.

The Hon. Mr. Justice HUMPHREYS, in an amusing speech, proposed the toast of "Our Guests."

Mr. WILFRID GREENE, K.C., in returning thanks, spoke with gratification of the flourishing condition of the society, which was doing most excellent work. He said he felt sure that all who were engaged in the administration of the law, from the highest to the lowest, were proud of the system under which they worked and of the fact that they belonged to one of the great branches of activity of the country.

Mr. C. E. MACKLIN, chairman of the stewards, announced that the donations of the profession amounted to £675.

Rules and Orders.

THE SUPREME COURT FUNDS PROVISIONAL RULES, 1928. DATED MARCH 26, 1928.

I, the Right Honourable George Viscount Cave, Lord High Chancellor of Great Britain, with the concurrence of the Lords Commissioners of His Majesty's Treasury, and in pursuance of the powers contained in section 146 of the Supreme Court of Judicature (Consolidation) Act, 1925,(*) and of every other power enabling me in this behalf, propose to make the following Rules:—

1. The following paragraph shall be added to Rule 34 of the Supreme Court Funds Rules, 1927,(†) and shall stand as paragraph (2) of that Rule.

"(2) Where the Admiralty Marshal lodges with the Bank of England any draft or cash representing the proceeds of any sale effected by him, he shall at the same time lodge with the Bank a notice in the Form No. 24A (I) and the Bank shall forward to the Accountant-General a bank certificate of receipt in the Form No. 24A (II)."

2. The following Form shall be inserted in the Appendix to the Supreme Court Funds Rules, 1927, after Form No. 24.

"FORM 24A.

ADMIRALTY MARSHAL'S REQUEST FOR LODGMENT OF PROCEEDS OF SALE.

In the High Court of Justice, Probate, Divorce and Admiralty Division.

I.—*Request for Lodgment of Money.*

Title of cause or matter

To the Agent of the Bank of England, Law Courts Branch.

Please receive the sum of
for the Accountant-General of the Supreme Court, being the gross proceeds of sale of.

II.—*Bank Certificate of Receipt.*

To the Accountant-General, Royal Courts of Justice.

Bank of England, Law Courts Branch (or as the case may be)

19 .

The above stated sum has been this day received.

Signature for the Bank of England."

3. These Rules may be cited as the Supreme Court Funds Provisional Rules, 1928, and the Supreme Court Funds Rules, 1927, shall have effect as amended by these Rules.

And I, the said George Viscount Cave, Lord High Chancellor of Great Britain, with the same concurrence as aforesaid, hereby certify that on account of urgency these Rules should come into operation on the 10th day of April, 1928, and hereby make the said Rules to come into operation on that day as Provisional Rules.

Dated the 26th day of March, 1928.

Cave, C.

David Margesson
George Bowyer } Lords Commissioners of His Majesty's Treasury.

* 15-6 G. 5, c. 49. † S.R. & O. 1927, No. 1184.

THE COUNTY COURTS BANKRUPTCY AND COMPANIES JURISDICTION (TORQUAY) ORDER, 1928. DATED APRIL 4, 1928.

Whereas by the County Court Districts (Torquay and District) Order, 1928,(*) which comes into operation on the 1st day of May, 1928, the Lord Chancellor has ordered that the County Court of Devonshire held at Totnes and Paignton should cease to be held at Paignton, and has altered the boundaries of the districts of that Court and the County Court of Devonshire held at Newton Abbot and Torquay and has ordered those Courts to be held by the names of the County Courts of Devonshire held at Totnes and at Newton Abbot respectively, and has ordered a Court to be held at Torquay in a separate district the boundaries of which are defined in the order;

And whereas by virtue of the Bankruptcy Act, 1914,(†) and the Companies (Consolidation) Act, 1908,(‡) the said Court held at Torquay will have jurisdiction in bankruptcy and in proceedings under the Companies (Consolidation) Act, 1908, unless an Order is made excluding it from having that jurisdiction;

And whereas it is desirable that the said Court held at Torquay should be excluded from having the said jurisdiction and for the purposes of that jurisdiction should be attached to the County Court of Devonshire held at Exeter;

Now, therefore, I, Sir Douglas McGarel Hogg, Lord High Chancellor of Great Britain, by virtue of section 96 of the Bankruptcy Act, 1914, section 131 of the Companies (Consolidation) Act, 1908, Rule 127 of the Bankruptcy Rules, 1915,(§) and of all other powers enabling me in this behalf, Do hereby order as follows:—

1. The County Court of Devonshire held at Torquay shall be excluded from having jurisdiction in Bankruptcy and in proceedings under the Companies (Consolidation) Act, 1908, and for the purpose of that jurisdiction shall be attached to the County Court of Devonshire held at Exeter.

2. This Order may be cited as the County Courts Bankruptcy and Companies Jurisdiction (Torquay) Order, 1928, and shall come into operation on the 1st day of May, 1928, and the County Courts (Bankruptcy and Companies Winding-Up) Jurisdiction Order, 1899,(‖) as amended, shall have effect as further amended by this Order.

Dated the 4th day of April, 1928,

Douglas McGarel Hogg.

* S.R. & O. 1928, No. 140. † 4–5 G. 5, c. 59. ‡ 8 E. 7, c. 69.
§ S.R. & O. 1914 (No. 1824) I., p. 41.
‖ S.R. & O. Rev. 1904, III., County Court, E., p. 78 (1899, No. 351).

Legal Notes and News.

Honours and Appointments.

Mr. J. E. SINGLETON, K.C., who has been appointed "Judge of Appeal," in the Isle of Man, is a member of the Northern Circuit and became a King's Counsel in 1922. The appointment is held by a practising member of the Bar and the Court sits twice a year to hear appeals from the Manx Courts, which are usually few in number.

Resignations, etc.

Mr. JAMES BELL, Town Clerk of Ramsey, Isle of Man, is retiring at the age of seventy-six, after completing forty-four years service.

Professional Partnerships Dissolved.

HENRY CHALKER and HENRY CECIL CHALKER, solicitors, Wakefield (Stewart & Chalker), by mutual consent as from 31st March. H. C. Chalker will continue the business under the style of Stewart & Chalker.

WILLIAM GRAHAM CUTLER AMBROSE JONES, GERALD COZENS PULLMAN and JOSEPH DAVID JACOBS, solicitors, 19-21, Moorgate (Nicholson, Graham & Jones), by mutual consent as from 31st March, so far as concerns C. A. Jones, who retired from the firm. W. Graham, G. C. Pullman and J. D. Jacobs will continue to carry on the business under the style of Nicholson, Graham & Jones.

The attention of the Legal Profession is called to the fact that THE PHŒNIX ASSURANCE COMPANY LTD., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22 Lincoln's Inn Fields, W.C.2; and throughout the country.

Wills and Bequests.

Mr. Theodore Cecil Hoyle, solicitor, of Croft House, South-parade, Whitley Bay, Northumberland, who died on 23rd November, aged sixty-two, left estate of the gross value of £24,824. He left £1,000 to his friend and clerk, Matt Soulsby Hobkirk; £200 to his late clerk, T. C. Winn; £250 to his landlady, Mrs. Denwood; and £200 to his late clerk, Richard Waite.

Sir Harry Bodkin Poland, K.C., Sloane-gardens, S.W., and late of Paper-buildings, Temple, for many years Senior Counsel to the Treasury, and for twenty-seven years Recorder of Dover, who died in March, aged ninety-eight years, left estate in his own disposition of the gross value of £106,286. Probate has been granted to his cousin, Sir Archibald Henry Bodkin, Director of Public Prosecutions, and Mr. Frederick Mead, police magistrate. His bequests included:—£1,000 to the Barristers' Benevolent Association; £500 to the Dover Hospital, Dover, and £500 to the Mayor of Dover for the time being, for distribution amongst such charities in Dover as he may think fit; £100 each to over thirty charitable institutions, including the Literary Fund and the Newspaper Press Fund; £5,500 and all his law books to Sir Archibald Bodkin; £100 each to various members of the families of Sir William Poland and Sir William Henry Bodkin who saw service in the great War; £20,000 to his niece, Celina Violet Stone, and after other legacies, the residue of his property for distribution equally between his sister, Emily Poland, his sister-in-law, Eliza Catherine Poland, and his niece, Celina Violet Stone.

SUMMER ASSIZES.

The following dates and places fixed for holding the Summer Assizes are announced in the *London Gazette*:—

WESTERN CIRCUIT (Mr. Justice Salter and Mr. Justice Swift).—15th May, Dorchester; 19th May, Salisbury, 25th May, Wells; 31st May, Bodmin; 7th June, Exeter; 15th June, Winchester; 25th June, Bristol.

SOUTH EASTERN CIRCUIT (First Portion) (Mr. Justice Roche).—21st May, Huntingdon; 23rd May, Cambridge; 28th May, Bury St. Edmunds; 2nd June, Norwich; 9th June, Chelmsford.

MIDLAND CIRCUIT (Mr. Justice Acton).—19th May, Aylesbury; 24th May, Bedford; 29th May, Northampton; 2nd June, Leicester; 9th June, Oakham; 11th June, Lincoln; 19th June, Nottingham; 27th June, Derby. (Mr. Justice Charles).—5th July, Warwick. (Mr. Justice McCardie and Mr. Justice Charles).—10th July, Birmingham.

NORTH WALES AND CHESTER CIRCUIT (Mr. Justice Shearman and Mr. Justice Humphreys).—22nd May, Newtown; 26th May, Dolgelly; 31st May, Carnarvon; 5th June, Beaumaris; 8th June, Ruthin; 13th June, Mold; 16th June, Chester.

NORTHERN CIRCUIT (Mr. Justice Talbot and Mr. Justice Finlay).—30th May, Appleby; 1st June, Carlisle; 6th June, Lancaster; 11th June, Liverpool; 2nd July, Manchester.

CHARGE OF "EMBRACERY."

At the Dublin District Court recently, Florence McCarthy, a young woman living in Cliftonville-road, Dublin, was returned for trial on charges which included that of "embracery"—namely, an attempt to influence jurors and to prevent and defeat the ends of justice. Miss McCarthy refused to recognise the court, and declared in the Irish language that she would do all in her power to overthrow the rule of the Sassenach in Ireland. She refused to apply for bail.

CITY OF LONDON SOLICITORS COMPANY.

GOLF (CHALLENGE CUP) COMPETITION, 1928.

The annual competition for the Challenge Cup presented by the Master and Wardens of the company will take place this year on the course of the Sunningdale Golf Club, on Tuesday, the 5th June next. All members of the company are entitled to compete.

Members wishing to do so should send their names to Mr. J. B. Hartley, Titlarks Cottage, Sunningdale, before the end of May.

The competition will be against "bogey" under handicap, being three-quarters of the member's lowest medal handicap at any club to which he belongs. Scoring cards giving the bogey strokes for each hole will be handed to the competitors at the club house.

Members wishing to compete should give Mr. Hartley the names of their clubs and their handicaps.

THE KING'S BIRTHDAY.

By Order of the Lord Chancellor the Offices of the County Courts and the District Registries of the High Court will be closed on the 4th June, the day appointed to be kept as the King's birthday, unless in any particular case the Lord Chancellor otherwise directs.

LEGAL AID FOR THE POOR.

At a meeting of lawyers and others interested in public welfare at the hall of the General Council of the Bar on the 1st inst., the following resolution was unanimously adopted: "That this meeting approves of the proposal of the Legal Aid Committee of the London Council of Social Service to set up a central legal organisation for court cases recommended by 'poor man's lawyers' which do not come within the scope of the Poor Persons Rules."

The chair was taken by Mr. B. Mendel, chairman of the Legal Aid Committee, who said that about three years ago the Legal Aid Committee was formed, consisting of "poor man's lawyers," and it had presented much evidence to Mr. Justice Finlay's Committee, which was appointed in April, 1925, "to inquire what facilities exist for giving to poor persons advice with respect to their legal rights and liabilities, and aid in the conduct of legal proceedinrs, civil or criminal," apart from the Poor Persons Rules relating to the High Court.

Mr. Theobald Mathew said that his interest in the matter began with his connexion with the Society of Our Lady of Good Counsel. The society had been doing the same work, but its activities had so developed that they were no longer confined to members of a particular creed. The Poor Persons Rules had left a big gap, as they did not cover police, county, or assize courts, and the work done in the inferior courts by those engaged in it had been such that in all 1,165 cases had been dealt with. In order to secure the best advice the work was divided, according to its nature, into groups to which were assigned barristers and solicitors. The applicants were told what the law was, whether they had a good case or not, and sometimes that the grievance was a visionary one.

Mr. J. J. Withers, M.P., said that he had tried in giving evidence before the Finlay Committee to point out the injustices done in the county and police courts owing to the lack of the facilities which they were assembled there with the object of procuring. There were proper cases which were not contested owing to lack of funds. There was the difficulty of the payment of the court fees, which were very heavy indeed in the county court. In the High Court this problem had been solved under the Poor Persons Rules by the court fees being remitted altogether, and poor litigants being spared the liability of ordinary costs. In one year under those rules 1,000 cases had been brought to trial in London at an average cost to each firm of solicitors engaged of £20 per case, so that, quite apart from the gratuitous work of counsel engaged, London solicitors had been subscribing £20,000 a year to this public cause.

Mr. Harrington Edwards paid a tribute to the work done by Mr. Hassard-Short, secretary of the Poor Persons Department of the Law Society, but pointed out that eighty per cent. of these cases were divorce suits. The Law Society received a grant from the Treasury of £3,000 a year, but the society's expenses had only amounted to £288.

The hon. secretary of the London Council of Social Service is Mr. C. W. Burnes, 1, Express-mansions, Hampstead, N.W.3.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Russell.
Monday May 7	Mr. Synge	Mr. Bloxam	Mr. Ritchie	Mr. Jolly
Tuesday .. 8	More	Jolly	Synge	Ritchie
Wednesday 9	Ritchie	Hicks Beach	Jolly	*Synge
Thursday . 10	Bloxam	Synge	Ritchie	*Jolly
Friday 11	Jolly	More	Synge	*Ritchie
Saturday .. 12	Hicks Beach	Ritchie	Jolly	Synge

Date.	Mr. Justice Romer.	Mr. Justice Astbury.	Mr. Justice Tomlin.	Mr. Justice Clauson.
Monday May 7	Mr. *Synge	Mr. Hicks Beach	Mr. Bloxam	Mr. More
Tuesday .. 8	Jolly	Bloxam	*More	*Hicks Beach
Wednesday 9	*Ritchie	More	Hicks Beach	*Bloxam
Thursday . 10	Synge	Hicks Beach	*Bloxam	*More
Friday 11	*Jolly	Bloxam	More	*Hicks Beach
Saturday .. 12	Ritchie	More	Hicks Beach	Bloxam

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 10th May, 1928.

	Middle Price 2nd May	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	87⅞	4 11 6	—
Consols 2½%	56½	4 8 6	—
War Loan 5% 1929-47	101xd	4 18 9	4 18 9
War Loan 4½% 1925-45	96½xd	4 13 0	4 16 6
War Loan 4% (Tax free) 1929-42	100¼	4 0 0	4 0 0
Funding 4% Loan 1960-1990	91	4 8 0	4 14 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	93¾	4 6 0	4 7 0
Conversion 4½% Loan 1940-44	98½	4 12 0	4 16 0
Conversion 3½% Loan 1961	77⅞	4 10 6	—
Local Loans 3% Stock 1921 or after	65½	4 12 0	—
Bank Stock	264	4 11 0	—
India 4½% 1950-55	92½	4 17 0	5 0 0
India 3½%	71½	4 19 0	—
India 3%	61½	4 19 0	—
Sudan 4½% 1939-73	96	4 14 6	4 17 0
Sudan 4% 1974	84	4 15 6	4 17 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	84	3 13 0	4 6 0
Colonial Securities.			
Canada 3% 1938	86	3 12 0	4 18 0
Cape of Good Hope 4% 1916-36	93	4 6 0	5 0 6
Cape of Good Hope 3½% 1929-49	82	4 6 0	5 0 0
Commonwealth of Australia 5% 1945-75	100	5 0 0	5 2 6
Gold Coast 4½% 1956	94	4 15 6	4 17 6
Jamaica 4½% 1941-71	93	4 16 0	4 18 6
Natal 4% 1937	93	4 5 0	5 0 0
New South Wales 4½% 1935-45	91	4 19 0	5 7 0
New South Wales 5% 1945-65	98xd	5 2 0	5 3 0
New Zealand 4½% 1945	96	4 13 0	4 17 6
New Zealand 5% 1946	104	4 16 6	4 16 6
Queensland 5% 1940-60	98	5 2 0	5 3 0
South Africa 5% 1945-75	103	4 17 6	5 0 0
South Australia 5% 1945-75	99	5 1 0	5 0 0
Tasmania 5% 1945-75	101	4 19 0	5 0 0
Victoria 5% 1945-75	99	5 1 0	5 0 0
West Australia 5% 1945-75	99	5 1 0	5 2 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	63	4 15 6	—
Birmingham 5% 1946–56	103	4 17 0	4 17 0
Cardiff 5% 1945–65	102	4 18 0	4 18 0
Croydon 3% 1940–60	71	4 5 6	5 0 0
Hull 3½% 1925–55	78	4 10 0	5 0 0
Liverpool 3½% Redeemable at option of Corporation	74	4 14 6	5 0 0
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54½xd	4 11 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	65xd	4 12 6	—
Manchester 3% on or after 1941	64	4 13 6	—
Metropolitan Water Board 3% 'A' 1963–2003	65	4 13 0	4 17 0
Metropolitan Water Board 3% 'B' 1934–2003	66	4 11 0	4 15 6
Middlesex C. C. 3½% 1927–47	84	4 3 6	4 17 0
Newcastle 3½% Irredeemable	73	4 16 0	—
Nottingham 3% Irredeemable	63	4 15 6	—
Stockton 5% 1946–66	102	4 18 6	4 19 0
Wolverhampton 5% 1946–56	102	4 18 0	5 0 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	86	4 13 0	—
Gt. Western Rly. 5% Rent Charge	104	4 16 6	—
Gt. Western Rly. 5% Preference	101	4 19 0	—
L. & N. E. Rly. 4% Debenture	83	4 16 6	—
L. & N. E. Rly. 4% Guaranteed	78	5 2 6	—
L. & N. E. Rly 4% 1st Preference	69	5 16 0	—
L. Mid. & Scot. Rly. 4% Debenture	85¼	4 14 6	—
L. Mid. & Scot. Rly. 4% Guaranteed	83	4 16 6	—
L. Mid. & Scot. Rly. 4% Preference	78½	5 2 0	—
Southern Railway 4% Debenture	85	4 14 0	—
Southern Railway 5% Guaranteed	101	4 19 0	—
Southern Railway 5% Preference	96	5 4 0	—

Continued from page xiv.

PROVINCIAL Solicitors desiring to open London office on favourable terms, with or without assistance, should write.—" Subscriber," R., Box 354, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor desires post; experience in conveyancing, probate and general work; some litigation and occasional advocacy; North preferred.—" C.," Box 421, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (2nd Class Honours), with over 30 years' continuous experience in conveyancing, trust and probate work, willing to assist Solicitors by post. —" S," Box 312, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor undertakes drafting accounts, looking up points, etc., for busy solicitors in return for small charge.—" E.," Box 275, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR'S Clerk desires re-engagement. Good all-round knowledge. Shorthand and typewriting. In or near Hastings preferred.—Box 37, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, experienced in conveyancing, will assist solicitors by post.—Particulars " Y," Box 305, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (39), seeks appointment, preferably abroad. Legal or semi-Commercial, experienced Conveyancing, Probate, Income Tax, Trust A/cs., Finance and numerous business enterprises. One-time Chief Accountant, large firm. Some capital. Replies to " P.L.," Box 213, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LITIGATION and general practice managing clerk (40), unadmitted, requires appointment, London; disengaged; wide experience conveyancing, commercial, company formation; knowledge costs, bookkeeping, shorthand; connection.—Write " V," Box 415, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION, OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

TENNIS Club Secretaries and Tournament Managers.—Disabled ex-officer offers services as referee and tournament manager. Life-long experience in this capacity at home and abroad. Member of well-known county club. Moderate terms. Dis. 137.

SCOTCH Chartered Accountant, Ex-Captain, age 38, has held position of secretary and commercial manager in manufacturing company; first-class references. Would consider any proposition with prospects. Accustomed control staff; reliable hard worker. 9180.

GENTLEMAN, 35, married, Public School, ex-captain, M.C., Royal Engineers, engineering (colliery) estate, farming, transport and sales experience, seeks post home or abroad. Would consider sales representative. Excellent references. 9170.

EX-OFFICER, 20 years' experience Quantity Surveying, senior assistant, seeks re-engagement. 9114.

GENTLEMAN, experienced in control of timber mills, factories, forest work, seeks position anywhere, or would represent home firm abroad. Speaks Spanish, Portuguese, French, Afrikaans. Excellent references. 9113.

EX-OFFICER, Public School, offers services to gentleman farmer; small wage and board; used to all farm work; understands poultry; can drive tractor and not afraid of hard work. 153.

ARTICLED CLERKS.

ARTICLED CLERK (25) passed intermediate, desires transfer of articles. Two years unexpired. Small salary.—" B," Box 436, Solicitors' Journal 29, Breams-buildings, E.C.4.

ARTICLED CLERK—Vacancy in old-established West Country firm. Following appointments held: Clerk to the Justices, Clerk to the Income Tax Commissioners, Steward of the Manor. Excellent opportunity to learn all branches of the profession.—" E.," Box 349, Solicitors' Journal, 29, Breams-buildings, E.C.4.

VACANCY occurs in branch office. Direct supervision of principal with varied experience.—" D." Box 442, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PRACTICES AND PARTNERSHIPS.

LONDON SOLICITOR with public appointments, seeks amalgamation with, or succession to solicitor desiring partial or complete retirement; energetic worker; capital available.—"H," Box 432, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR wishes to purchase small practice in City for cash.—" B," Box 414, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, London, with good class practice, wishes to amalgamate with a substantial firm.—Reply " L.," Box 423, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, practising own account, having well-situated offices London and good class business, wishes to meet another similarly situated with a view to amalgamation.—Reply " Z.," Box 424, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITORS in Central London are desirous of acquiring a succession of entering into a working arrangement with a view to an amalgamation; moderate capital available.—" Lex," Box 428, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SUBSTANTIAL Capital available for first-class conveyancing succession after preliminary working arrangement. Vendor must be prepared to introduce the clients for some time.—Particulars to " B.," Box 408, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PARTNER required in successful practice in southern county. Public school or University man preferably with private means.—" B," Box 401, Solicitors' Journal, 29 Breams-buildings, E.C.4.

PARTNERSHIP available in established firm of London solicitors for recently admitted man keen on advocacy. Police court and general practice; 33⅓ share. Premium required, £300. Will be instructed in all police court routine.—Write, " B.T.," Box 326, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SEASIDE or Country Conveyancing, etc., succession required. Net profits about £900—£1,000, Two years' purchase, " F.," Box 346, Solicitors' Journal. 29, Breams-buildings, E.C.4.

SOLICITOR (44), a partner in well-known London (City) firm, substantial personal practice, wide experience company and commercial work, desires join London firm of recognised standing.—Reply " C.X," Box 358, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR desires to purchase Partnership or Succession (conveyancing, probate and general); moderate capital; preliminary working arrangement preferred.—Reply " A.," Box 330, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR desires to purchase a high-class practice in London (City or West End).—Apply " G.," Box 309, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR, aged 34, admitted 1920, last two years London, following country general practice, desires partnership or succession. East Anglia preferred. —Apply " B.S." Box 311, Solicitors' Journal, 29, Breams-buildings, E.C.4.

CITY Solicitors with office accommodation and Capital available, desire to purchase small practice of retiring or deceased Solicitor, with or without staff. Particulars to " H.S.C.," Box 308, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FOR SALE.—Small general practice including advocacy. Kent; London 10 miles. Suit young solicitor starting on his own. Payments by instalments if desired.—Write " K.," Box 257, Solicitors' Journal, 29, Breams-buildings, E.C.4.

CAPITAL available for first-class Conveyancing succession; seaside or country preferred.—L., Box 335, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LEGAL Succession.—London Solicitor, wide experience, seeks succession London Practice of best class, to amalgamate with present practice; would take over offices. Preliminary working arrangement preferred, highest references. Reply " A.B.," Box 252 Solicitors' Journal, 29, Breams-buildings, E.C.4.

INVESTMENTS.

PUTNEY. — Two self-contained Maisonettes, each with good garden, and having five good rooms and bathroom, and four large rooms and large scullery respectively. At present let at low rentals, which show a good return. Upper flat may be vacated any time; smaller decontrolled June, 1929. Both rents easily doubled on re-letting. Lease over 60 years to run. Will accept £850, or near offer, for quick sale.—" L," Box 12, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

SECURITIES available in amounts from £1,000 —£28,000, where lenders' solicitor can act for both parties in some cases, please state fees for so acting and amounts available.—"A.J.," Box 438, Solicitors' Journal 29, Breams-buildings, E.C.4.

OFFICES.

FIRST-FLOOR OFFICES over Estate Agents, High-street, Dorking. Excellent opportunity for branch office of old-established firm of solicitors. Mutual co-operation desired. Moderate rental. Separate lavatory accommodation, with lavatory basin.—Pearson, Cole and Shorland, High-street, Dorking.

SOLICITORS wish to let two good and exceptionally well-lighted rooms in excellent modern building near the Bank of England. Services of outer office staff for attending to callers, etc., available, if desired. Suitable for solicitor or other professional man, or as office and board-room of a company.—" M.," Box 406, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ROMFORD, ESSEX.—Suite of Offices to let, first floor, excellent position in South-street, adjoining L.M.S. and L.N.E.R. Stations. Suit solicitor or professional man. Rent moderate.—Apply " B," Box 297, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR has First-floor Room to Let, with use of outer office and telephone in Bloomsbury-square district. Moderate rent. Mutual assistance during vacations.—" S.," Box 292, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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WANTED to Purchase, late edition of Halsbury's "Laws of England," thin paper edition, in good condition.—" M.," Box 422, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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FOR SALE.—42 Bound Volumes of " Solicitors' Journal," years 1857-1903.—Write " G.E.H." Box 266, Solicitors' Journal, 29, Breams-buildings, E.C.4.

WANTED to purchase.—Chitty's Statutes last edition with supplements to 1926; also india paper edition of Halsbury's Laws of England. Write " D.," Box 195, Solicitors' Journal, 29, Breams-buildings, E.C.4.

WANTED, copies of "The Solicitors' Journal" of 10th, 17th, and 24th October, 1925, and Index to Vol. 70.—" Conveyancer," Box 28, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LAW BOOKS.—For Sale, " Solicitors' Journal," Vols. 30-69 (inclusive), bound, Vols. 70 and 71, unbound.—Offers to " R," Box 267, Solicitors' Journal, 29, Breams-buildings, E.C.4.

MISCELLANEOUS.

CHAIRMAN of well-known London Hospital would appreciate a DONATION of £150 towards a Special Publicity Campaign technically outside funds in hand. Particulars if required.—Write " P.," Box 733, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

THE DIRECTORS of the British Sailors' Society gratefully acknowledge a gift of £500 from the Trustees of Miss Ann Ward, deceased. Also a grant of £750 from the Carnegie United Kingdom Trust for Merchant Seamen's Library. And a generous Gift of £100 from the Worshipful Company of Goldsmiths.

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DAVID BURNETT & SON
AUCTION SALE, 23rd MAY, 1928.

NEW BOND STREET, W.
The valuable CITY CORPORATION LEASEHOLD PROPERTY,
Nos. 7 to 10, AVERY ROW,
and
9, CROSS LANCASHIRE COURT,
Occupying an important position opposite Brook's-mews, and within a few yards of New Bond-street, and comprising business premises, let at totally inadequate rentals, amounting to £360 PER ANNUM, on leases, expiring this year.
The property has a frontage to Avery-row of 57ft., a frontage in the rear to Cross Lancashire-court, contains a ground area of about 2,500 sq. ft., and forms an important
BUILDING SITE.
Held on lease from the City Corporation for an unexpired term of 2,000 years, at a nominal ground rent, being thus nearly equal to freehold. Also
THE VALUABLE BUSINESS PREMISES,
No. 22, WOODSTOCK STREET, W.
Situate within a few yards of Oxford-street and New Bond-street, having a frontage of 18ft. 7in., and comprising ground floor, basement, and three upper floors. Let on full repairing lease, expiring June, 1931, at the very low rental of £150 PER ANNUM, affording a sound investment, with substantial reversionary value.
Held on lease from the City Corporation for an unexpired term of 2,000 years, at a nominal ground rent.
Solicitors: Messrs. Leslie Williams & Alder, 9, Laurence Pountney-hill, Cannon-street, E.C.4.

The Attractive Detached FREEHOLD RESIDENCE,
MAPPERLY HOUSE, HALE END, WOODFORD.
Very pleasantly situate, overlooking Epping Forest, and containing six bed rooms, two bath rooms, four reception rooms, garage, and well laid-out grounds of nearly one acre. Let on full repairing lease, at the low rental of £80 PER ANNUM, expiring next March, thus affording early possession for occupation.
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By Order of Trustees.
SOUTHWARK BRIDGE-ROAD.
The valuable corner block of FREEHOLD PROPERTY comprising substantial BUSINESS PREMISES known as Nos. 67, 69, and 71, SOUTHWARK BRIDGE-ROAD. Let on full repairing leases at low rentals, amounting to £760 PER ANNUM, affording a sound investment with substantial reversionary value.
CITY OF LONDON.
Valuable BUSINESS PREMISES, No. 7, INDIA-STREET, and No. 58, VINE-STREET, within a few yards of Minories. Let on leases at inadequate rentals amounting to £145 PER ANNUM, with valuable early reversions. Held on perpetually renewable City Corporation lease at nominal ground rent of £1 1s. 10d. per annum.
FOREST GATE.
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FREEHOLD GROUND RENT.
£6 per annum secured upon the VILLA RESIDENCE, No. 73, FORTUNE GATE-ROAD, HARLESDEN.
Solicitors: Messrs. Hyman Isaacs, Lewis & Mills, 7-8, Thavies Inn, E.C.1.

Particulars and Conditions of Sale may be obtained of the respective Solicitors, or of the Auctioneers, at their Offices, 9 & 10, Fenchurch-street, E.C.3.

By Order of Mrs. Cyprian Williams.
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About 1 mile from Burford. Five miles from Shipton (G.W.)
SALE by AUCTION of the ANTIQUE and MODERN
FURNITURE,
including bedsteads and bedding. Turkey and Axminster carpets. Sheraton, Pembroke tables and washstands.
A QUEEN ANNE WALNUT TALBOY CHEST.
An 8 ft. mahogany wardrobe, dressing tables, cheval mirrors, antique bedside cupboards, bow front, and other chests of drawers.
5 FT. ADAM MAHOGANY SIDE TABLE.
Sheraton mahogany kneehole dressing table, two grandfather clocks, early English carved Altar Frame.
TWO HEPPLEWHITE INLAID MAHOGANY SIDEBOARDS.
A Queen Anne walnut elbow chair, Chippendale dining and easy chairs, set of 5 Georgian dining chairs.
AN ADAM MAHOGANY BOW FRONT CUPBOARD.
A Pianoforte by Rud Ibach & Son. Settees and easy chairs. Painting attributed to Van Huysum.
BOOKS. CHINA. GLASS.
Outside effects including a Summer House, Lawn mower, Hen house, about 100 head of poultry, etc.
will be held by
W. E. HURCOMB
on the premises as above on WEDNESDAY, 16th MAY, 1928, at 1 p.m. precisely.
On view, day prior, from 10 a.m. to 4 p.m.
Catalogues price 3d. each may be obtained from the Auctioneer, W. E. Hurcomb, Calder House, Piccadilly, London, W.1 (entrance 1 Dover-street). 'Phone Regent 6878-9.

By Order of Executors of W. G. Wells.
STIMSON & SONS
Will SELL by AUCTION at the LONDON AUCTION MART, 155, QUEEN VICTORIA-STREET, E.C.4, on THURSDAY NEXT, 10th MAY, at 2.30 o'clock, the following:—
FREEHOLD GROUND RENTS.
£15 per annum secured upon Nos. 29, 31 and 33, Hither Green-lane, Lewisham.
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